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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Honorable Circuit Court Judge Bentley Price

Case 2018-CP-10-00123
Appellate Case No. 2020-001460

Andrew HaLevi, Ph.D., Appellant,

vs.

Charleston County School District, Respondent.

RECORD ON APPEAL
VOLUME II OF II

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EXHIBIT 2

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Charleston > excellence is our standard
County SCHOOL DISTRICT

July 7, 2009

Andrew Halevi
7 Wesson Avenue
Charleston, SC 29403

Sue Holliday
Executive Director
Human Resources

Dr. Nancy J. McGinley
Superintendent of Schools

Dear Mr. Halevi:

The purpose of this letter is to communicate to you our terms of employment for the 260 day position of Program Coordinator at Septima Clark Academy with the Charleston County School District. We are extremely pleased to extend this offer to you and look forward to your continued contributions to the Charleston County School District.

Your job is classified as an Assistant Principal Level 3 Grade 13 Step 16. Your annual salary for this position is $69,809 is based on the best available information gleaned from your application, resume and file and number of years experience as reported on your South Carolina State Board of Educator Certificate. The net amount of your pay, after all deductions are taken, will be paid bi-weekly.

Your job title will be Program Coordinator, which is considered an exempt position. You will be a member of Septima Clark Academy team, and you will report to Mr. Louis Martin, Associate Superintendent. As a current employee in the Charleston County School District, there is no change to your benefits or paid leave eligibility.

As an administrative employee when signed by both parties, will constitute the terms of your employment with us, and supersedes any prior communications or other arrangements you may have or may have had with Charleston County School District prior to the date hereof.

If the foregoing is acceptable to you, please sign this document and retain a copy for your records. Return a signed copy of this letter to HR Administrative Hiring by July 20, 2009 (within 10 days). Your signature will confirm the terms and conditions of your employment as specified in this letter and as identified in your employment contract.

75 Calhoun Street • Charleston, SC 29401 • tel. (843) 937-6300 • fax. (843) 937-6351 • www.ccsdschools.com

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☒ I accept the terms and conditions listed above and I understand that my employment is subject to the terms listed on my original employment application. I agree there are no outstanding arrangements that would otherwise interfere with the employment arrangements with CCSD.

☐ I decline the foregoing terms.

Andrea Halevi
Signature:

July 14, 2009
Date:

Return Options for offer letter:
1. Deliver to Human Resources, 75 Calhoun St., Charleston, SC
2. Mail to Human Resources, 75 Calhoun St., Charleston, SC 29401

Sincerely,

Yvonne Marshall
Yvonne T. Marshall
HR Officer
Human Resources-Operations and Administrative Hiring

cc: Mr. Louis Martin, Associate Superintendent

75 Calhoun Street • Charleston, SC 29401 • tel. (843) 937-6300 • fax. (843) 937-6351 • www.ccsdschools.com

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EXHIBIT 3

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STATE OF SOUTH CAROLINA | IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON | CASE NO.: 2018-CP-10-0123

Andrew Halevi,
Plaintiff,
v.
Charleston County School District,
Defendant.

DEPOSITION OF
ANDREW HALEVI
****
Tuesday, July 9, 2019
9:58 a.m. - 4:25 p.m.

The deposition of ANDREW HALEVI was taken before Christine A. Cortright, a notary public in and for the State of South Carolina, commencing on Tuesday, July 9, 2019, at the law offices of Richardson Plowden & Robinson, 235 Mcgrath Darby Boulevard, Mt. Pleasant, South Carolina pursuant to Notice of Deposition and/or agreement of counsel.

APPEARANCES

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STIPULATIONS

It is stipulated by and between counsel for the respective parties that all objections are reserved until the time of trial, except as to the form of the questions.

This deposition is being taken pursuant to the South Carolina Rules of Civil Procedure.

* * *

The reading and signing of this deposition is waived by the deponent and counsel for the respective parties.

Whereupon,

ANDREW HALEVI, being duly sworn and cautioned to speak the truth, the whole truth, and nothing but the truth, testified as follows:

EXAMINATION

BY MR. MATTHEWS:

Q. Andrew, my name is Gene Matthews. I'm representing the Charleston County School District in a lawsuit that you've brought. I'm familiar with some of your background but just so the record is clear, can you give me your date of birth?

A. August 6, 1966.

Q. Okay. And your place of birth?

A. Lynn, Massachusetts.

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Q. L-Y-N-N?

A. Yeah.

Q. Perfect. And I understand you have a doctorate --

A. I do.

Q. -- is that correct? And that's from the University of Michigan?

A. University of South Carolina.

Q. University of South Carolina.

A. Uh-huh.

Q. And what year? Was that a Ph.D. or an Ed.D.?

A. That's a Ph.D., 2011.

Q. Okay. What's that in?

A. Education Leadership.

Q. Okay. And you have a master's degree?

A. I do. From Harvard University in 1990.

Q. I have a master's from Yale so you know the old joke. We'd rather been in Cambridge than New Haven. And what was that in?

A. Also in education, reading and language.

Q. Okay. And do you have a bachelor's degree?

A. From Skidmore College, 1988.

Q. Okay. In English?

A. In English. Uh-huh.

Q. Okay. And any other degrees or certifications?

A. Degrees? No.

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Q. Okay.

A. Lots of certifications. But academic certifications, no.

Q. Okay. Well, nothing with welding or --

A. No.

Q. Okay. Now, my daughter's an English graduate. Sometimes I wish she'd finished in welding. Okay. And briefly your work history. Did you -- and let just say after -- after Harvard.

A. Okay. After Harvard, I spent one year as part of the initial cohort of the Mississippi Teacher Corps in -- in Heidelberg, Mississippi: one year of teaching junior and senior high school.

Q. Okay.

A. Then I left Mississippi after that one year and went to a Ph.D. program at the University of Michigan from 1991 through '94.

Q. Did you get any degrees there?

A. No, I finished my coursework and then returned to Mississippi for one year, 1994-95. And I taught in Rolling Fork, Mississippi in the Mississippi Delta. At the University of Michigan, I met what became is now my wife, Jill Halevi, and she was working in Washington, DC, so we split the difference and moved to Charleston in 1996. And I have been with the

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Q. district ever since, from 1996 through 2017. I did --

Q. Okay.

A. I did work, I'm sorry, I did work for about -- I was still part of the school district but I was hired by the state in 2003 as a state -- as a teacher specialist onsite. I worked within the school district at St. Johns High School. And I did take one sabbatical year in 2006-2007 in which I was away from the district but still -- still employed.

Q. Okay. So you spent three years at Michigan but your -- were you ABD or?

A. Yes. I did everything except my dissertation. When I left to go to Mississippi, I had expected that I was going to do ethnographic research in -- in schools, but my marriage to Jill sort of threw off those plans and I decided not to continue.

Q. Okay. I should have asked this question before. The case is pending in Charleston County. Do you have any relatives that are 18 years or older that live in Charleston County?

A. No.

Q. Okay. When you were in Charleston, did you belong -- well, I should ask this question. What's your current address?

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A. 102 Broad Street, Charleston, 29401.
Q. Which side of the peninsula is that on?
A. It's directly -- it's downtown, directly above Berlin's.
Q. And do you rent or own?
A. Rent.
Q. Okay. How long -- how long has that been your address?
A. Well, my -- my -- my address where I'm living is in Jerusalem, but our United States address, which my wife works and lives at, is that -- is that address, as well. So I spend essentially nine and a half months out of the year, at least in the past two years, in Jerusalem and then the summer here in -- in Charleston at that address.
Q. Okay. What does your wife do?
A. She's an attorney.
Q. Does she have her own firm?
A. She does.
Q. Okay. And the 102 Broad Street address, is that a home or an office?
A. It's both her office and her home.
Q. Okay. Okay. If we have to serve you with notices or anything like that, would you prefer we use Ms. Bloodgood's address?

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A. Yes.
Q. Okay. In care of Ms. Bloodgood?
A. Yeah.
Q. Okay. How long have you rented the 102 Broad Street address?
A. I don't know the exact number of years, but it's in the vicinity of ten.
Q. Okay. Well, the reason I ask is I've noticed some letters to you going to other addresses and -- for instance, 7 Wesson Avenue.
A. Right. There should only be one other address, 7 Wesson Avenue, which is where we lived -- which is where our house was until we sold it two years ago and then our -- that 102 Broad Street became both a home and business and address.
Q. So you sold a house two years ago?
A. Correct.
Q. Okay. And that was the 7 --
A. Yes.
Q. -- Wesson Avenue? Not being from Charleston, where exactly is that?
A. Near Rempton Park in The Citadel area.
Q. Okay. Okay. And you lived there for some years?
A. Approximately 22.
Q. Okay. About the same time you moved to Charleston, you lived on Wesson?

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A. Yes.
Q. Okay.
A. Rented briefly and then bought the house on Wesson.
Q. And I -- I'm trying to, again, put the chronology together. Did you start living in Jerusalem in 2017?
A. Correct. July, end of July 2017.
Q. Where exactly do you work at?
A. What exactly do I?
Q. Do you work?
A. Work. I work at a school in Jerusalem, grades seven through 12. The name of the school is -- well, in English, it's Jerusalem School of the Arts.
Q. All right. And is the school conducted in English or in Hebrew?
A. So the school is in Hebrew, but I'm an English teacher so all of my instruction is conducted in English.
Q. Forgive me for asking this question. Curiosity is getting the better of me.
A. Okay.
Q. Is that like a -- like you're teaching English as a second language?
A. It is.

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Q. Okay.
A. It's exactly like that.
Q. Is it a private school or is it supported by the state?
A. It's public.
Q. Okay. Have you ever gone by a name, a last name, other than HaLevi?
A. Yes.
Q. What was that?
A. I was born, my last name was Snyder. S-N-Y-D-E-R. When my wife and I got married in September of 1995, we both, instead of having a family with two names, we both dropped our last names and we took the name HaLevi for religious reasons.
Q. Could you help me understand that?
A. Sure.
Q. Is there a -- well, I'll shut up and let you talk.
A. Sure. So being an Orthodox Jew, the -- I have -- I was born with both an English name and a Hebrew name. My name in English was Andrew Carl Snyder, my name in Hebrew is Haim ben Joseph HaLevi. And so when it came time for us to get married, Jill did not want to take the last name Snyder, my wife. I didn't want to take the last name Major, which was her last name. And so we both dropped our last

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names and took my Hebrew last name, Halevi. Well, not last name but name.

Q. Now, you're taking me to school here so forgive my ignorance. But an Orthodox Jew, is it ordinary for Orthodox Jews to have kind of a Hebrew name and an anglicized name?

A. Actually, all -- almost all Jews have the same. They have whatever the -- whatever name they have in their -- in their home country and then their Hebrew name. Some may have forgotten it or it may not have been important in their families, but almost all -- almost all Jews around the world have -- essentially have two names.

Q. Okay. Now, your -- also, please forgive my ignorance. On the street that I live, we actually have two synagogues.

A. Uh-huh.

Q. One is more modern, the other's more very traditional with the -- with the black hats and the --

A. Uh-huh.

Q. -- the clothes. I know that's a poor representation.

A. No, no, I understand. I understand.

Q. But so as I'm kind of locating you in that spectrum,

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when you say an Orthodox Jew as opposed to a -- could -- could you help me kind of place you in that --

A. I can.

Q. -- spectrum?

A. So there is a -- there is a continuum of Jewish observance.

Q. Okay.

A. I'm not making any value judgments about where people fall in any of that. But it seems from people who have essentially no involvement to people who dress all in black and who have earlocks going down and fringes come --

Q. Right.

A. -- out of their pants. So I am further to that side but not, obviously, as you can see, I don't cover my head and I don't wear fringes and I don't have earlocks, so I am on the -- I'm on the far liberal side of orthodoxy.

Q. Okay.

A. Which means that I observe the Sabbath, the Jewish Sabbath, which is Friday night to Saturday night, and all Jewish holidays. I don't drive, I don't turn -- I don't use electricity. I don't do any of those things on the Jewish Sabbath, but I'm also

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fully assimilated and integrated into -- into society, so.

Q. And just, again, so I have a reference point, kind of the -- my friends who are Jewish seem to -- they observe the Sabbath. I mean they attend synagogue, but they don't -- they're not otherwise --

A. Yeah.

Q. So are they Reformed or how does that work?

A. They -- I don't know your friends but they could be Reformed Conservative or they could actually affiliate Orthodox. They could go -- decide to go to an Orthodox service but they themselves --

Q. Right.

A. -- don't observe the traditional Orthodox rules. Here in Charleston, for example, there's two Orthodox synagogues. Of those two Orthodox synagogues, maybe there's 300 members, but it could be that only 30 of the 300 members actually observe as I do.

Q. Right.

A. The other 270 families, and I'm just making those figures up, come, it's where they feel comfortable but they're eating, you know, lobster, you know, and they're going out and their doing other things, so.

Q. Right.

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A. I -- so I fall into the Orthodox that observe but not so far over that I'm wearing all black and --

Q. Right.

A. -- covering my head and all of that.

Q. And the -- and the other -- if there's an Orthodox synagogue, I think is the other one called Conservative or?

A. It could be either Conservative or Reform, I'm not --

Q. Okay.

A. You're in -- you're in Columbia?

Q. I'm thinking about Tree of Life, if you know it.

A. So, yeah, I believe -- so that -- that, I believe, is a Reform synagogue with --

Q. All right.

A. -- on the same street as a Chabad, which is a type of -- a type of orthodoxy.

Q. Actually, we sold our home to the rabbi at that --

A. Oh, is that right?

Q. Yeah.

A. Yossi, is it?

Q. Yeah.

A. Yeah.

Q. Sure did.

A. So, yeah, so they observe practices that I don't

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observe, but --
Q. Right.
A. -- they would consider me as well Orthodox and I certainly consider them Orthodox, but we have different traditional observances.
Q. Okay. Okay. Now, forgive the nature of these questions.
A. Uh-huh.
Q. They're standard for -- for most litigants. I presume I know the answers. Have you ever been arrested?
A. No.
Q. Okay. Have -- because you haven't been arrested, I presume you've never been convicted of a crime?
A. Never convicted or arrested.
Q. Okay. Is this the first lawsuit you've ever been involved in?
A. Yes.
Q. Okay. I know that you're being sued individually in another -- in a -- in a -- in a related lawsuit. Is that the first time you've ever been sued?
A. Yes.
Q. Okay. Now, in your work I the Jerusalem School for the Arts, is there a -- is that the first time. Strike that. Is the first time you ever worked at

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Jerusalem School for the Arts was in 2017?
A. Yes.
Q. Okay. Are you paid in U.S. dollars or?
A. No.
Q. Okay.
A. Israeli shekels.
Q. Okay. Is that suitable to you?
A. Getting paid in Israeli shekels?
Q. Yes.
A. It certainly makes life more complicated with having two currencies, but it is --
Q. Right.
A. -- that's -- that's -- everybody in Israel gets paid in shekels.
Q. Do you pay taxes both to the State of Israel and to the United States?
A. Yes, if I had income in the United States, I would be paying -- I would be paying taxes in the United States, but I don't have any current income in the United States.
Q. Do you file your taxes separately from your wife?
A. No, we file together.
Q. So you would each file a return both in the United States and in Israel?
A. We would, although you don't really file returns.

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All of the taxes are taken out on the front end and you only file if there's some issue. So the short answer is I -- I don't file returns in Israel, largely because the system takes the money out on the front end.
Q. That might be a better system, so.
A. I -- I don't know. It's very a confusing system, so.
Q. But you do -- but you and your wife do file a --
A. I'm responsible to pay taxes for the income that I make in each country, same as my wife. So if -- if I make income in the United States, I pay taxes in the United States.
Q. Right.
A. If I make income in Israel, I pay taxes in Israel. And we follow the laws of both countries.
Q. Right. But you don't -- you don't pay taxes on income you make both in the United States and in Israel?
A. No.
Q. Okay. Now, in response to interrogatories, you indicated that you were making about $35,000 a year.
A. Correct.
Q. Do you receive housing or anything like that?
A. No.

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Q. How many shekels is $35,000?
A. I make approximately 12,000 shekels per month.
Q. Okay. Do they run their system like the United -- like, well, I say the United States, like some South Carolina contracts are for nine months, some are for twelve months. do you have like a nine-month contract?
A. I'll be honest with you, I'm not sure how the contracts work. I don't -- I'm not even one hundred percent sure I have a contract. I'm employed and I have continuous employment.
Q. Okay.
A. But I don't know if that language, in terms of "contract," is correct.
Q. Okay. Well, unlike the United States and Israel, are you essentially employed until you're fired for cause or?
A. I think so.
Q. Okay.
A. But I have to have worked a few years before that status, sort of the equivalent of some sort of --
Q. Tenure?
A. -- tenure process. And I don't think that I have that, that status at this point, although I'm not a hundred percent sure.

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MR. MATTHEWS: Okay. Let's go off the record for a minute.

(Off the Record)

BY MR. MATTHEWS:

Q. Mr. Halevi, do you -- when did you first get in contact with the Jerusalem School for the Arts about teaching there?

A. I believe it was May or June of 2017.

Q. Okay. Were you familiar with the -- the school prior to that?

A. No.

Q. Okay. How did you learn of it?

A. I made a Facebook post, I believe, about -- no. I'm sorry, that's not -- that's not the case. I contacted a -- a distant relative who works for an educational foundation in Israel and asked him to help connect me with people in the Ministry of Education who might be able to help locate employment. And I don't know, from that, exactly how I got to that school. But at some point, somebody from that school contacted me about a possible position.

Q. So your relative was working in Israel?

A. He's an Israeli.

Q. Okay.

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A. Actually, he's married to one of my relatives.

Q. Okay.

A. A distant, you know, like third or fourth cousin, I believe.

Q. That counts. The -- the contacts that you made in May or June of 2017 led to you interviewing for a position or exactly how did that work?

A. At the time I was looking for some sort of employment in Israel and when the school contacted me, I agreed to be interviewed. And that interview process, I think, happened over the course of several weeks until eventually they said, "When we see you, we are likely to hire you, but we simply can't offer you a position until your body is -- is there."

Q. So your initial interview process was by email or Skype or something?

A. Was by Skype, uh-huh.

Q. Okay. And did you go to Israel, then, intending to take that position?

A. Hopeful to take the position. Having been a principal in the past, I understood the -- the fraught nature of trying to hire without a person actually, forget about being local, but not even being in the country.

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Q. Right.

A. So I was quite aware that this could have gone several different ways, including no position at all. So there was no formal offer made to me.

Q. Right.

A. But that it -- but that they suggested that when I was there it was going to be very likely that they would be able to employ me.

Q. Was that something you wanted to occur?

A. Well, I needed employment and the school was locate a 15-minute walk from -- from our apartment, so that was very attractive.

Q. You already had an apartment in Israel?

A. Correct. So --

Q. Tell me about that.

A. Sure. In 2007, my wife and I bought an apartment with the intention of it being a retirement -- a possible retirement location for us.

Q. Where in Israel is it?

A. Jerusalem. So I believe it was somewhere around February 2007 when we bought that apartment and it had been rented since then.

Q. Okay. My knowledge of Jerusalem is very bookish. I've never been there. Is -- are there certain -- recall, there's certain quarters.

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A. That's in the old city.

Q. Okay. So you're not there?

A. No. No, the -- all -- very few people live in the -- in the old city of Jerusalem. And the western Jerusalem, which is where the city is really, and people live, there's dozens of different neighborhoods and we live in the -- in, you know, one of those neighborhoods.

Q. Okay. And it was your intent to relocate there at some point in your life?

A. Really, if we were going to do it, it was the intention was during retirement.

Q. Okay. And right now -- I think you said you were born in '66?

A. Yes.

Q. So as we sit here today, you're just shy of your 53rd birthday?

A. Uh-huh.

Q. Is your wife --

MS. BLOODGOOD: And you have to say yes or no.

A. Oh.

MS. BLOODGOOD: I'll remind you if you don't.

A. Yes.

Q. Okay. And I was neglecting to do that myself, so please follow Nancy's directives. The -- is your --

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was your wife also born about the same time?
A. My wife was born in August 6, 1963, so 364 days before me.
Q. Very good. Does it -- is it -- does it remain your intention to retire where you now live?
A. I can't even look that far in the future because my -- our living situation is -- is very confusing right now.
Q. Okay. Well, I am going to press you on that to some degree. And, again, the reason I'm asking these questions right now are related to how the court might view your -- your entitlement, if any, to damages. The -- when you purchased the apartment in Jerusalem in 2007, then you had the intent, in some regard, to -- to make use of it and perhaps retire there?
A. Yes.
Q. Okay. Because you purchased it in 2007, I presume that's not the first time you ever went to Israel?
A. No, I've been to Israel many times.
Q. Okay. Have you ever lived there for more than a -- more than a few days?
A. Yes.
Q. Okay.
A. Just during a sabbatical year approved by the school

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district in the -- the school year 2006-2007.
Q. Okay. And is that when you decided to -- that Jerusalem may be the place you wish to retire?
A. It was a place that we wished to have some sort of foothold for our children --
Q. Okay.
A. -- and grandchildren, perhaps.
Q. Well, let me ask -- I neglected to ask this question. You said you don't have any relatives over the age of 18. Do you have any children that live in Charleston?
A. That live permanently in Charleston, no. Our -- our older daughter, who is 31 years old, she's a student at Brandeis University in Waltham, Massachusetts.
Q. Okay. What's her name?
A. Her name's Noa, N-O-A.
Q. Okay.
A. And our 16 and a half year old daughter named Miriam, she's goes by Mira, she lives with us in -- or with me, us, in Jerusalem.
Q. Okay. And she is a high school student?
A. She's in -- she just completed the tenth grade.
Q. Okay. Do you know if she intends to stay in Jerusalem?
A. I do not. She does not.

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Q. I presume, because of the -- your place and date of birth, that you and your wife are both U.S. citizens?
A. We are.
Q. And are your children, I presume, both U.S. citizens?
A. Yes.
Q. Are any of you also citizens of Israel?
A. I'm a citizen. All but my older daughter are -- are dual citizens of Israel and the United States.
Q. Okay. Since you purchased the property in Jerusalem in 2007, have you visited it every year?
A. No, not every year.
Q. Okay. How often would you have gone back to Israel since 2007?
A. A rough estimate would be four.
Q. Okay.
A. And we were not, often not able to stay in the apartment because the apartment was rented.
Q. Okay. And any income you had from that apartment you would have reported to the Israeli authorities?
A. Actually, the United States authorities because the income was often paid in dollars, so all of that --
Q. Ah.
A. -- all of that income was -- was reported on our

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United States tax returns.
MR. MATTHEWS: Let's go off the record for a moment.
(Off the Record)
BY MR. MATTHEWS:
Q. In 2016, you were teaching at Stall High School; is that right? I'm not trying to -- I'll -- this may be an exhibit later, but this is why I ask the -- the questions. Please take a look at that just to refresh your memory.
A. No, I actually don't -- I don't need my memory refreshed. It's confusing because part of 2016 I was -- I believe was I still in -- yeah, I was still administrating at Clark and then at the end --
Q. Right.
A. -- of -- so I want to answer accurately.
Q. Right. Well, let -- and now let me ask you a better question then. The document that I'm looking at, and we may introduce it later, just appears to be a transfer form and the sending school is Septima P. Clark Academy where you were associate principal, on August 5, 2016, and then August 8th of 2016 is a transfer to Stall High School. So just does that reflect your own memory, that at that time you were transferred from one school to another?
A. Yes. So the question you had asked is in 2016 were

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you teaching at Stall, so yes. But also for -- from January 1, 2016, until August, I was still connected to -- to Clark Academy. So about half of the year in 2016 I was connected to Clark and then half of 2016 and the whole 2016-2017 school year I was at Stall High School.

Q. That's actually a better way to ask the question. For the academic year 2016-2017, you were an English teacher at Stall High School?

A. Correct.

Q. All right. Had you been told by anyone that you would not have your contract renewed to teach English at Stall High School?

A. I was not told that, but the larger context is that I was teaching in 2016-2017 academic year at Stall High School on an administrative contract. At the time, I was certainly hopeful that the administrative, and expectant that an administrative contract would be proffered to me and that I would either return to my position at Clark Academy as an administrator or I would be given another suitable administrative position in the district.

Q. Okay. Did anybody indicate to you that you would not be eligible for such a position?

A. No. On the -- on the contrary. During -- during a

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meeting with Dr. Postlewait in -- as part of the mediation -- as part of the --

Q. The grievance process?

A. -- the grievance process --

Q. Right.

A. -- she seemed to indicate that an administrative position was possible.

Q. Okay. And that would have been sometime in -- in early 2017?

A. Correct. Spring of 2017.

Q. Okay. That's when you were having your -- your meeting with Dr. Postlewait?

A. I was participating in a grievance process that the district had set up.

Q. Okay.

A. That was the fourth of four grievance meetings.

Q. Right. Okay. That's also, if I understand the -- the chronology correctly, that's also about the time when you were speaking with the folks in Israel about your wanting to teach there; is that right?

A. No. The -- I started speaking with people in Israel after -- after I was offered a teacher contract instead of an administrative contract.

Q. Okay. Where was the teacher contract (inaudible)?

COURT REPORTER: I'm sorry. Gone. I didn't hear you.

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MR. MATTHEWS: I'm going to speak up.

Q. You were offered a teacher contract?

A. Correct.

Q. And that was after your meeting with Dr. Postlewait?

A. To the best of my memory, that was after the meeting with Dr. Postlewait.

Q. Okay. And where was that going to be?

A. The teacher contract? I was offered a teacher contract of an indeterminate place. The initial location was Stall High School, but that -- the contract indicated that they could choose a different location.

Q. Okay. And was that to teach high school English?

A. Correct.

Q. Okay. Were you teaching high school English in 2016-2017?

A. Correct. Under an administrative contract.

Q. Right. Were you making the same amount of money in 2016 and 2017 as you were as a principal in the years earlier?

A. I believe it was slightly less money.

Q. But you don't know for sure?

A. I am pretty sure that it was slightly less money because there's -- there's some money that comes from running a school that did not move with me as

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- when I took a teaching position, although I'm not entirely sure what that amount was.

Q. All right. Would that be reflected on your tax returns?

A. It might be.

Q. Okay. Do you know or do you recall what amount of money was offered to you to be a teacher for the 2017-2018 school year?

A. Okay. So 2017-2018?

Q. Right.

A. I was offered a teacher contract so that would be a formula that the district would look at based upon my degrees and years of experience. I -- I, off the top of my head, it's somewhere around $60,000 to $62,000.

Q. Okay.

A. But I -- I'm not entirely sure what that number is.

Q. Okay. The reason I ask is we asked, in response to interrogatories -- we posed some interrogatories to you and one of your answers were, "Had plaintiff remained a teacher in the district, his salary would have been reduced to $62,000." Does that sound about right to you?

A. That sounds correct, yes.

Q. Okay. It also says that you had been making

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$100,000 annually. Does that sound about right to you?

A. Somewhere between $99,000 and a $100,000.

Q. Okay. Well, sir, the nature of my next question is related to those -- the numbers we've been talking about. If you were offered a contract to remain employed at CCSD at $62,000 a year, you chose to take a contract to work and live in Israel at what you indicate is $35,000 a year, was there -- it appears that something other than money was motivating your decision and I wondered if you could share that with me?

A. Sure. As a result of what I consider to be district bullying and misbehavior, I -- my reputation had been significantly damaged and my working situation in a classroom was significantly compromised. I needed to make a decision about whether I wanted to continue in an employment situation in which -- in which I felt the focus of -- of bullying on the part of the district and whether I wanted to deal with the reputational issues that -- that students and other teachers were aware of, and I -- and I had to make a -- in combination with getting a contract that did not guarantee a location and that seemed to me to be a pattern of behavior by the part of the district to make me feel unwelcome, I decided to take a position for far less money in a very far away place.

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Q. Okay. Did you -- during the year that you taught at Stall, 2016-2017, were you what I would call a classroom teacher?

A. I was a classroom teacher, yes --

Q. Okay.

A. -- without a classroom.

Q. Well, when you say without a classroom?

A. I was -- they did not have a location. Teachers have classrooms.

Q. Yes, sir.

A. I was what's called a floating teacher.

Q. Okay.

A. So I was given a cart and I walked around from classroom to classroom when they were empty to teach my classes during that time.

Q. What classes were you teaching?

A. I was teaching ninth and tenth grade English.

Q. So there would be a classroom for each specific period and you would move to that classroom?

A. Correct, with my cart.

Q. Okay. Now, if I recall, ninth and tenth grade English, that's kind of introductory English and American literature?

A. World literature. There's a literature component, vocabulary component. There's a state curriculum that involves all sorts of English/language arts, vocabulary, writing, reading skills.

Q. Were you teaching what I would call standard courses or AP courses or honors courses or?

A. No honors courses. They were considered either standard or courses that focused on students of -- that were struggling. They call -- what they call essentials courses which are really just students that are not performing up to a particularly high level in English.

Q. Is it fair to call them remedial?

A. Some of the courses were what they call essential but might, in another time period, be called remedial.

Q. Didn't mean to be insulting. Is that --

A. That doesn't insult me. I just -- that's not the language that's used any longer, but --

Q. Okay.

A. -- but it's -- it's a fair comparison.

Q. Okay. What reputation issues did you face when you were teaching at Stall?

A. Well, to the extent that people knew about my

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situation, which was fairly well known because it was covered by television and newspapers prominently, most people, to the extent that they knew about it, thought that I made a student sit on a bus without her clothes on.

Q. Okay. Did anyone ever tell you that?

A. Oh, sure. Yeah, I had to have several conversations with my principal in which students stood up and said, "You're not going to -- you're not going to treat me like -- like you treated that student."

Q. Okay.

A. And so I would report those incidents to the principal just saying that -- that -- how I handled it and I just wanted him, my principal was a man, to be aware that this is going on.

Q. Okay. And did he respond in any way?

A. Oh, he was supportive.

Q. Okay.

A. Sure. For example, I asked him. I said, "I simply don't feel comfortable instituting some of the -- some of the disciplinary measures that you expect all the teachers to do without another adult present because I don't want a student saying that I, you know, said something --

Q. Right.

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A. -- or did something. So I would have to stop the class, call a student concern specialist down, open up the door and just say, "I'm asking the student to move seats. I just want you to see what I'm asking," and -- and then that -- the student concern specialist would either assist me in doing that or would -- or would remove the student entirely.

Q. Now, I'm showing my, again, my ignorance. A student concern specialist, is that what some districts call a resource officer?

A. No. A resource officer is a school resource officer, SRO.

Q. Right.

A. A student concern specialist is, the best way to think about it is a person who is a non-instructional employee of the district --

Q. Right?

A. -- who deals with student atmosphere and student -- often, student disciplinary issues.

Q. Well, when I think of an SRO, I think of a -- a sworn law enforcement officer who's armed and has the power of arrest.

A. Yes.

Q. Okay. A student concern specialist, is -- is -- are they armed?

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A. They are not. They --

Q. Okay. Are they --

A. And to use maybe language that we might have used 20 years ago, they're kind of hall walkers, they walk the halls to determine if everything's going on, that things are in order, that students are moving properly, that they're in the right place. They -- they have responsibilities to -- non-administrative and non-instructional responsibilities that involve making sure the school is -- functions in an orderly way.

Q. Okay. And can they detain a student and redirect them or discipline them or?

A. I don't know what -- what the current district policy is about that, but --

Q. Well, back when you were there.

A. -- in almost all cases, the -- the student concern specialist does everything they can to -- to prevent disturbances and if disturbances happen, to end disturbances. So those disturbances could happen in the hallway or they could happen in a classroom or they could happen in a playground or they could happen out towards the buses, basically, anywhere on school property. Student concern specialists are -- if, in cases of fights, they might physically

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restrain. The district provides some -- some training for how to do that.

Q. So if a student is being defiant or misbehaving in some fashion, disrupting class, a teacher could call on a student concern specialist to assist them if a SRO wasn't available?

A. Right. Generally the pattern is that a teacher does as much as they can --

Q. Right.

A. -- in the classroom to prevent the disturbance. For lots of reasons, you don't really want to call the student concern specialist because for two big ones: one is it makes it appears as if you can't control your classroom if you're calling a student concern specialist down, and the second thing is that students can learn to manipulate that situation. Oh, if there's a test coming up, they can somehow create a disturbance and if the teacher won't deal with it, then you can -- they can call a student concern specialist, next thing you know it's 15 minutes later and there's not enough time for a test. So in an ideal situation, you don't want to, as a teacher, you don't want to call a student concern specialist. The student concern specialist is primarily focused on hallway issues between

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classes and -- and things like that and you don't want to use a student concern specialist as a way to -- to manage your own classroom.

Q. Did you experience that often in your 2016-17 school year at Stall?

A. It happened. I guess I would ask you how -- how would you --

Q. How many times?

A. -- define often?

Q. Once a month? Once a --

A. No, no.

Q. -- semester?

A. More frequently. I would say 15 times during the course of the year.

Q. Okay. Okay. So about twice a month, maybe? Maybe a little less?

A. Again, I -- that's just a number. I'm sorry, I would have to --

Q. Okay.

A. -- I would have to think more carefully. But it happened -- it happened with some frequency. Sometimes it could happen twice in a day and then other times it wouldn't happen for two weeks.

Q. Okay. Were you evaluated in the 2016-17 school year by your principal?

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A. 2016-17?
Q. When you were teaching at Stall?
A. I was not evaluated. That was a decision -- teachers need to be evaluated but because I was in on an -- because I was on an administrative contract --
Q. Right.
A. -- it created quite a bit of confusion about how to evaluate me because in the district's computerized system --
Q. Right.
A. -- where the evaluations are entered --
Q. Right.
A. -- only teachers are in there, people with teacher contracts, so I was never in the system. And so I was never evaluated for my -- for my teaching during that school year.
Q. Were you ever informally evaluated by the principal?
A. I was never formally evaluated by the principal.
Q. Informally?
A. I --
Q. And I'll rephrase the question. Did you ever just get feedback from your principal that you were doing a good job?
A. Informally?

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Q. Yes.
A. Yes.
Q. Who was that principal? Can you recall?
A. It started the year, the principal was Kim Wilson.
Q. Okay.
A. And ended the year with -- who's the principal at Stall?
MS. HAM: Jeremy.
THE WITNESS: Yeah.
MS. HAM: Carrick.
THE WITNESS: Yeah.
MS. HAM: Jeremy Carrick.
THE WITNESS: Jeremy Carrick, yeah.
MR. MATTHEWS: How do you spell the last name?
MS. HAM: C-A-R-R-I-C-K.
(Off the Record)
BY MR. MATTHEWS:
Q. Did Ms. Wilson or Mr. Carrick give you that positive feedback that we just discussed?
A. They were supportive and I never received any written feedback. But certainly when I saw him in the hallway or when I might -- I tried to participate in some after-school activities with the track team and I would drive the bus if people needed me to do that, they would always be grateful and say thank you. And so they were -- I certainly felt that they felt like I was, you know, trying my best in a difficult situation and it felt like they were supportive of that.
Q. Did you enjoy your -- your teaching year at Stall 2016-2017?
A. I always enjoy teaching so certainly there are things that I enjoyed but it was also extremely stressful and challenging year. It was also just functionally difficult not having a classroom, having a cart, not being evaluated. There were all sorts of uncertainties about my status. I think that both -- both that the school found difficult and that I found difficult.
Q. Uh-huh. Would getting the teacher contract at the end of the year resolve some of those problems?
A. I presume they would have, but it's hard to know exactly because I -- I -- I didn't continue on on teacher contract.
Q. Okay. Now, you said that your current job is about 15 minutes from your apartment in Jerusalem?
A. Correct.
Q. Do you walk?
A. I do.
Q. Is the classroom environment or your working environment less stressful in Jerusalem?
A. Well, it's a different kind of stress. I'm not sure I would consider it less stressful but a different kind of stress.
Q. Explain what you mean by that.
A. Well, I certainly didn't, up until an incident that happened this year, I certainly didn't feel like everybody was looking at me saying, "He's the guy that made a student sit on the bus in her -- without any clothes on," or, "just in her panties" --
Q. Right.
A. -- until somebody Googled me and then, sure enough, you know, now students and other teachers are aware of what happened to me in the States, so that certainly adds to my stress level. But I also -- I also find the work hours very pleasing and --
Q. Tell me what you mean by that.
A. The schools function slightly differently structurally in -- in -- in Israel. So you, in the United States, essentially, you go in Monday through Friday at whatever time a school teacher is supposed to be there, say 7:15, you stay until 3:30, and you don't leave. In Israel, you only are on campus, expected to be on campus, when you're actually teaching. So it certainly means, for me, that if I

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need to run an errand or, you know, things like that, that I can -- you know, I often have time to do that, whereas in the United States it was -- that was challenging. So that's a little bit less stressful.

Q. Is it fair to say that teaching at the Jerusalem School of the Arts is more like teaching at an American college?

A. No, definitely not that. But just different than -- than the structure of -- when you teach in the United States, you essentially can't leave.

Q. Right.

A. When I say essentially, I mean, look, if you have a good principal and they're -- and you have the time and you can be back for the next class, they'll allow you to occasionally leave.

Q. Okay.

A. But -- but it's stressful for everybody. Just getting a dentist appointment sometimes is, you know, in the United States as a teacher, can be stressful. But -- so in Israel, those stresses, I definitely feel much less of them.

Q. Uh-huh. You mentioned that some of your -- your students Googled you --

A. Uh-huh.

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Q. -- this year?

A. Yes.

Q. -- to find out about your past?

A. Yeah.

Q. Did they -- have you had an incident in Israel, as you -- as you did in the United States?

A. No. No, I haven't had any incidents in terms of -- I guess, what do you mean by incident?

Q. Well, has a student been defiant or otherwise misbehaved --

A. Yes.

Q. -- related to this incident?

A. Yes.

Q. Okay.

A. Uh-huh.

Q. And how did you handle it?

A. I ignore it. The situation, it happened to be a seventh grader. Seventh graders, if you're -- if you're an experienced teacher, you can distract. And so I managed to distract him from -- from continuing the disruption. And then I notified the principal that -- that, you know, this happened. And he, at that point, was not aware of this situation that happened in the school district on April 22, 2016.

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Q. Was the student physically threatening to you --

A. No.

Q. -- or --

A. No, not at all physically threatening.

Q. Okay. Was he --

A. He was trying to embarrass me and -- and -- and tell all of the other students in the class his understanding of what happened based upon the newspaper articles that came out --

Q. Okay.

A. -- from that -- from that time period.

Q. Okay.

A. So the principal was unaware that there was an incident that happened to me and so he was concerned and called me in and it was an emotionally difficult situation which I then had to go through and carefully explain.

Q. Right.

A. And he asked for evidence that -- that I've been cleared of, you know, of things. And -- and once those things -- once the -- As they say, once it's - the genie's out of the box. I anticipate that these things will keep popping up.

Q. Okay. And -- but you were not disciplined by the school in any way or you were not --

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A. Oh, no.

Q. -- told you're not going to be --

A. No.

Q. -- continuously employed?

A. No. No. Now, they could make that decision without telling me.

Q. Right.

A. But I -- they -- they never told me that that would be the case.

Q. Okay. Well, right now, when you're in Jerusalem, how often do you return to the United States?

A. For sure, every summer for eight or nine weeks. I mean this is -- again, this is just the second full summer --

Q. Right.

A. -- that I've been there. And my hope is to also return one more time during the year as my family right now is in two different places. My older daughter is in university, I don't see her during the year. My parents are elderly. I don't see them during the year. My brother and sister. So I'm trying to figure out a way to come one more time during the year.

Q. Okay. I understand the irony of asking this question, but is Christmas when you would kind of

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ordinarily be coming back?
A. It wouldn't be Christmas, it would be I guess the equivalent of Easter but there they recognize it as Passover. So the --
Q. Okay.
A. -- the longest single holiday in -- in Israel is during Passover in the spring.
Q. Okay.
A. Which could fall anywhere between late March to late April.
Q. Okay. Like Easter, it moves?
A. It does. Easter's actually, just as a technical matter, connected to Passover on the calendar, so whenever Christmas -- I mean Easter moves as Passover moves.
MR. MATTHEWS: Okay. We've been at it now for about an hour. We can take a short break.
(Off the Record from 11:06 a.m. until 11:12 a.m.)
(Defendant's Exhibit Number 1 was marked for identification purposes.)
BY MR. MATTHEWS:
Q. Back on the record. Dr. Halevi, I'm going to hand you what's been marked as Exhibit 1 and this appears to be your summons and complaint. Do you recall reading this before it was filed on your behalf?

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A. Yes.
Q. Okay. Did you believe everything in it to be true?
A. Yes.
Q. Well, let's go through some of it. You were previously employed at Burke High School; is that right?
A. I -- well, employed by the Charleston County School District.
Q. Right. But --
A. But my position --
Q. -- but at Burke?
A. -- I was at Burke High School --
Q. Okay.
A. -- for -- from 1995 through roughly 2008 with one year in which I served as a teacher specialist onsite at St. John's High School.
Q. Okay. And it says here, in 2009, you became the program director at Clark Academy; is that right?
A. Correct. The year before that, I served as a hearing officer in the -- as an administrative position in the school district that, essentially, the best way to understand it is that I served as a judge in disciplinary cases for the school district.
Q. For students?
A. Students, yes.

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Q. Okay. How long did you do that?
A. One year.
Q. Okay. Okay. And then you became the program director at Clark?
A. Correct.
Q. Now, it says -- it says, "Program director (principal)." Were you the principal of the -- the head administrator at the academy?
A. Yes. The distinction is that because the school, Clark Academy, does not have the status at the state level of a school, it doesn't have a specific code, that you -- they were not able to call me a principal so they called you a program director, but it's -- it's the exact same responsibilities of being a principal.
Q. Okay. And you were there for about eight years?
A. Yes.
Q. Okay. Now, it says here in May of 2016 you were originally disciplined for three issues "but the superintendent's final report of his grievance sets aside two of three issues used to justify his removal as program director." I'm going to show you a document. This is a letter from Michele English-Watson to you -- let's mark this as 2 --
(Defendant's Exhibit Number 2 was marked for identification purposes.)

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Q. -- dated May 3, 2016. I'm going to give your attorney a copy of that and then I'm going to ask you to review it. And just let me know when you're ready to proceed.
A. (Witness reviews document). Okay.
Q. Okay. Well, I'm -- what's been marked as Exhibit 2, again, is the letter from Michele English-Watson to you listing three issues that have collectively compromised the district's confidence in your ability to lead a school. You mentioned that there were, in your complaint at paragraph nine, there were three issues that were part of the grievance but that the superintendent essentially set aside two of them. To your memory, which were the two that were set aside?
A. Number one.
Q. Okay.
A. And number three.
Q. Okay. So according to your complaint, the issue that the superintendent continued to have a concern about relating to your ability to manage a school was the failure to manage a dress code situation appropriately; is that right?
A. That's correct.

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Q. And that had to do with Ms. Hamilton?
A. The incident that happened on April 22, 2016.
Q. Okay. And that involved a student; was her name Erica Hamilton?
A. Yes.
Q. And that's the person who is now suing you individually as well as the district; that's right?
A. Correct.
Q. Okay. Now, the letter from Dr. Postlewait that indicated that two of the three were no longer a concern of hers, we'll mark this as Exhibit 3.

(Defendant's Exhibit Number 3 was marked for identification purposes.)

Q. Sir, I believe that is dated as May 16, 2016?
A. May 13th.
Q. May 13, 2016. And that was -- is that the letter that you conclude -- from which you conclude that Dr. Postlewait focused on one but not the other two?
A. No, it is not.
Q. Okay. Was there some outcome that -- that you're thinking of that would have made you draw that conclusion?
A. Yes. After the final grievance hearing in I believe it was April 2017, there was a letter from Dr. Postlewait summing up her conclusions after that.

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So I don't have the exact date of that, but that would be the letter.

MR. MATTHEWS: Well, actually, let me -- let's do this as Exhibit 4.

(Defendant's Exhibit Number 4 was marked for identification purposes.)

Q. What's been marked as Exhibit 4 is a letter dated May 11, 2017, to you from Dr. Postlewait. Is this the letter that -- from which you derive that conclusion?
A. And let me just --
Q. And if you need time to review it, by all means, please take your time.
A. Sure. I do need time. Thank you. (Witness reviews document). Yes, this is the letter that I'm referencing. Specifically, it says at the bottom of the paragraph, "I do not consider the additional concerns referenced in the May 3, 2016, letter as forming the basis for your reassignment."
Q. Where it says -- I'm sorry, the part I'm reading, "My decision --
A. The paragraph --
Q. -- is not based on additional issues referenced in Ms. English-Watson's letter to you dated May 3, 2016."

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A. Also, the paragraph that begins, "You have taken issue with the fact that the letter you received." That's on page two. At the bottom of that paragraph, it says, "I do -- I do not consider the additional concerns referenced in the May 3, 2016, letter as forming the basis for your reassignment."
Q. Right. And then later, on page four, "My decision is not based on additional issues referenced in Ms. English-Watson's letter to you --
A. Uh-huh.
Q. -- dated May 3, 2016." In your mind, does that repeat the same sentence?
A. What paragraph? That starts what paragraph?
Q. It's the -- it's on the last page, it's the second to the bottom.
A. Okay. The one that starts, "In summary," or, "You --
Q. Exactly.
A. -- have"? Okay.
Q. Exactly. And in that, it's towards the end of the paragraph, it says, "My decision is not based on additional issues referenced in Ms. English-Watson's letter to you dated May 3, 2016."
A. Uh-huh.
Q. So just so we're eye to eye --

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A. Correct.
Q. -- using Exhibit 4 as our guide, that's what -- that's the basis of your -- your allegations in paragraph nine; is that correct?
A. Correct.
Q. Okay. Now we're going to refer back to the factual allegations in your -- in your complaint, but if you'd turn to what's been marked at the bottom as page 12 of your complaint, I wanted to go through and make sure I understood the nature of your causes of action. I believe there are three of them. The first is defamation. And you're suing the school district as an entity for defamation. And just in layman's terms, what do you believe the school district said or did that defamed you?
A. I believe that the district, through a severely mismanaged investigation, led people to believe, through their actions, that I had done something improper; and that because I had done something improper, I was not able to lead a school any longer, in the best case scenario, and in the worst, that I should not be around children any longer.
Q. Well, of course, the school itself, by its actions, placed you among children in 2016-2017 and invited you to continue to do so in the years to follow,

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right?

A. Well, the dates here and the timeline are very important. This incident happened on April 22nd. I was no longer on -- allowed on any school property through the rest of April, May, June, July and only got called in in August or the end of July to discuss new allegations or new concerns that they had. So the school year, essentially, was beginning and I did not have a position. At that point, I had asked repeatedly for a new placement, a school-based placement, and they refused to -- they did not make any placement whatsoever. I had reason to believe, with such a long time before assignment and without any communication from the district, that I was not going to be given any position whatsoever and that I was going to serve out the rest of my contract without any position.

Q. Well, that turned out not to be true, right?

A. That turned out not to be true only because I asked specifically for a position and when they said they were unprepared to give me a position, an administrative position, I suggested that the break -- my break in having a position was so long and that I simply could not wait any longer, that I was willing to take a teaching position during that

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time. I had to make a judgment about what was going to be more damaging to my career; not having a position for an entire year or taking a teaching position. So they agreed to -- to give me a teaching position during that year. But I don't think that they would have ever made that decision unless I had insisted.

Q. Okay. Does that relate to your claims in any way?

A. Which claim?

Q. Well, any of your claims?

A. The defamation claim?

Q. Yeah. Or just any of them?

A. Sure. Well, let me go through -- you had only talked about one claim. But the first claim in terms of defamation, I believe it does for a number of reasons. The most important of which is that the district either knew or should have known, and certainly came to later know, that -- that the causes on which they used to justify my removal were not true and were no longer relevant to the initial decision. That --

Q. I'm sorry, what wasn't true?

A. Well, you saw -- you referenced on Exhibit Number 4 that Dr. Postlewait made a decision to remove me based upon three factors that were presented to her,

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but only after the grievance process at the end of that time did she come to see that two of those were simply not relevant to my removal. And the question, which I think is quite obvious, is that without those two things, she would not have made that decision and nobody would have made that decision.

Q. Well, with respect, sir, she says in Exhibit 4 that "Based on all information I reviewed, I believe the heart of the matter is whether you exercised good judgment in your handling of the April 22, 2016, incident involving a female student in connection with a dress code matter. For the reasons stated below, I do not believe you exercised good judgment in your management of that matter." That's -- that was her judgment after a lengthy grievance process; is that correct?

A. Well, that's what she wrote. There's -- to me, there's several problems with that. One major problem is that when -- when presented to an independent person the factual matters of the actual incident, the state found that there were no unprofessional or -- that I did not act unprofessionally or use a lack of judgment. So based upon the facts that the school district

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provided, an independent person concluded that I didn't -- I didn't show any lack of judgment whatsoever. So, to me, that suggests that the information that she was given, which I tried to point out repeatedly, was incorrect, was -- was used to make that decision and -- and she certainly would have made another decision, as any independent person would have made another decision. And -- and that left the fact that she stayed with that decision, despite the facts and the fact that an independent person at the state level concluded something completely the opposite of what she -- what she concluded, certainly hurt my reputation among my colleagues, students, parents and community members in ways that I've already pointed out earlier in this -- in this deposition.

Q. Okay. Sir, are you aware of the differences in the proceedings and the purpose of the licensing hearing you were involved in with the state and the district's decisions regarding your -- regarding your employment?

A. I'm aware that there are different functions, but I'm also aware that the state did not conduct any investigation on their own. They simply used all of the information that the district had all along,

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which I believe the district never examined. Because if they had examined it, they would have come to that conclusion. If we remove the two issues earlier, one and three, and we just only focus on two --

Q. Right.

A. -- the issue -- that was the only issue that was addressed at the state level. So they didn't look at number one or number three; they only looked at number two. So if Dr. Postlewait is going to use only number two in order to justify my removal based upon a lack of judgment --

Q. Right.

A. -- or a lack of professionalism, the state -- the state has independently concluded that I didn't show any lack of judgment or lack of professionalism.

Q. Well, such that would cause them to revoke your license?

A. Revoke my license certainly, but if the -- if -- if the facts of the matter are the same in order to -- in order to decide whether I acted unprofessionally or lack of judgment, that, it seems to me or any reasonable person, would conclude that that's the same in order to harm somebody's reputation.

Q. So you believe Dr. Postlewait was being unreasonable?

A. I believe that, at best, she was being careless by not reading and looking at the material. And at worst, she was being -- she was engaging in a form of bullying and -- and refusal to admit that the people under her made a series of mistakes and she simply defended them in place of the truth.

Q. Okay. Well, what -- what things, what evidence, did she ignore?

A. Well, as a factual matter, the report that the district put together is simply so full of incorrect information and inconsistencies. I've laid those out in a series of letters to Dr. Postlewait. I think one is dated May 9, 2018, and -- and repeated in several other correspondence over the course of the summer when -- when I was not reassigned, asking her to -- to look at the information. Only a year later, when my reputation had been severely damaged, did she at least look at one and three and decide that those didn't have any relevance.

And then just using number two, she simply, I don't think, understood the context of -- of these paragraphs that she uses to justify, you know, maintaining some sort of judgment against me when I used -- that I used bad judgment or was unprofessional. For example, on April 22nd, that report, that paragraph that I wrote, was a quick and initial report that I wrote to -- to Jennifer Coker immediately after the incident happened. That, on April 22nd, was never meant to be a comprehensive understanding of the situation. There's a whole bunch of information that's simply not in there. It -- the purpose of that, of writing that up on April 22nd, was simply to give her background information so that when she come in on April 25th, which she agreed to do to meet with the parent and myself, that she would have the information necessary to -- to be able to sit in that meeting.

This, on April 22nd, what Dr. Postlewait, what I consider cherry picks in order to -- in order to keep her argument, simply was not meant to be some sort of comprehensive understanding of the situation. In fact, I never had any opportunity to -- to give -- to give a statement after April 22nd, which -- which makes no sense to me that if they're going to remove me as a program director, essentially a principal of a school, to remove somebody without actually having spoken with them.

Q. Okay. Well, the -- let's talk for a minute about the grievance process itself. I imagine that you went through several levels?

A. Sure, uh-huh.

Q. And do you recall what they were?

A. Yes. The first -- so the district, a little background information, the district had some sort of grievance process but it was -- wasn't written down and it wasn't -- it wasn't clear what it was.

Q. Okay.

A. So the district created -- hired a law firm, I think up in Columbia, to create a grievance process. So the first problem with the grievance process or the first issue with the grievance process is that it happened -- it started in November. This incident happened in April.

Q. Right.

A. So the first time -- the first step in the grievance process was meeting with Jennifer Coker --

Q. Right.

A. -- my direct supervisor.

Q. Okay.

A. The second person that I met with was Michele English-Watson, who I knew in the district from other things but I didn't -- wasn't even aware that she was my supervisor and certainly had, in my mind, had no meaningful role in supervising me. And it

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was curious that she was involved in this grievance process. The third step. I'm not even sure who the woman was I -- I -- she wasn't involved in any of the communication involved in -- in -- in the correspondence involving my removal and she didn't seem to have any knowledge of the situation at all. And then the fourth step was Dr. Postlewait. To me, and objectively, it just seems like these were simply obstacles meant to delay and to frustrate me in terms of -- in terms of pointing out the problems in the -- in their investigation and their treatment of me.

Q. Okay. Well, let's -- let's review those -- those -- those comments.

A. Okay.

Q. You say you first met with Ms. Coker and then you met with Ms. English-Watson?

A. Yes.

Q. And was there a -- I know thereafter, you met with Mr. Postlewait. Was there -- was there another level?

A. There was a third person between Dr. -- Ms. English-Watson and Dr. Postlewait. I don't have the name in front of me. She, I believe, was --

Q. Valerie Harrison, does that ring a bell?

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A. It's possible. She was the CAO at the time. I'm not sure. I'm not sure.

MR. MATTHEWS: Let's mark this as 5.

(Defendant's Exhibit Number 5 was marked for identification purposes.)

Q. Dr. HaLevi, this is a document dated January 26, 2017, and it appears to be the decision of Ms. English-Watson concerning your grievance. On the second page, final paragraph, it states, "If you wish to appeal your grievance to the next level, at the time of this incident, my supervisor is Dr. Valerie Harrison."

A. Okay. So --

Q. And do you -- do you believe that you would then have appealed --

A. Yes.

Q. -- this issue to Ms. Harrison?

A. Yes, it was appealed to Ms. Harrison.

Q. And then later --

A. I followed the directions in the letter.

Q. All right.

MR. MATTHEWS: Let's go ahead, I don't know if we necessarily need to discuss them right now, but let's mark this as a single exhibit. This will be Number?

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COURT REPORTER: 6.

MR. MATTHEWS: 6.

(Defendant's Exhibit Number 6 was marked for identification purposes.)

Q. Exhibit 6 is the document that I've handed you that appears to be a response to you regarding a letter that you sent to Dr. Postlewait. The chairman of the board of trustees, Ms. Coats, indicates that, "The board received by email your grievance dated August 23th about the investigation, the handling of the incident that occurred on a Septima B. Clark Corporate Academy bus on April 22, 2016," and it continues. Then it says, "We understand you sent Dr. Postlewait a letter of complaint and request for a review of the investigation. She responded to your letter. Your letter was not characterized as grievance , nor did you follow the policy outlined for a grievance." and there's a policy that's attached to this that is signed on August 29, 2016.

In any event, I think it directs you -- I think on the first page of this is a letter to you from John Emerson, who is the general counsel at the time, was the general counsel at the school district, and he directs you to initiate your grievance with Ms. Coker.

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A. Uh-huh.

Q. Okay.

A. Yes.

Q. So Exhibit 6 were the directives you were given about how to initiate your grievance?

A. Yes, which was confusing to me for several reasons. One of which is that part of the grievance was against one of the school board members and I didn't understand how there could be -- I would make a grievance claim against Jennifer Coker -- I mean against one of the school board members and the way he handled something to -- to Jennifer Coker. And, in fact, that's the way it played out; that each time I made a grievance claim, they -- they said, "Well, we can't" -- Jennifer Coker and Michele English-Watson said, "We can't do anything about that."

Q. Okay.

A. So, again, this was another example of the way the school district didn't -- didn't respond adequately or responsibly to -- to a grievance.

Q. Well, let me hand you this as well.

MR. MATTHEWS: Let's mark this as 7.

(Defendant's Exhibit Number 7 was marked for identification purposes.)

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Q. Sir, the document I've just handed you is marked as Number 7, Exhibit 7, it's dated December 12, 2016. It appears to be Ms. Coker's response to your grievance and it identifies Ms. English-Watson as the next level in the grievance process?

A. (Witness reviews document). Yes. I'm in possession of that letter.

Q. Okay. So although it's obvious you're displeased with the outcome of the grievance process, I think we can both agree that you received four levels of review through Dr. Postlewait as examined by ex as shown by Exhibits 4, 5, 6 and 7?

A. Well, I -- I would simply take issue with the word "review." I don't believe that there was a meaningful review of the material. I believe that repeatedly they, when I asked for them to -- to simply look at the facts of the matter, they -- at each level, they said that they would not do that. They kept saying that according to such and such a policy, you did this. And when I pointed out in the grievance process that, in fact, I didn't do that, so you're making a decision based upon something that's factually incorrect, they refused to -- to -- to investigate that.

They all -- the process seemed to entail

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was my repeating over and over again that the -- that the facts that were used in order to justify removal are simply incorrect and that -- and that's it quite easy to -- to correct those facts. And -- and they kept saying, "We're not going to even look at the facts. We're only going to ask whether the process was -- was followed." And then I took issue with the process, which is that you removed a principal without speaking to him. And -- and they said, well, that seems to be okay, too, was the gist of each response.

So I don't believe that there was a review of the material or any type of meaningful review. I certainly agree that I sat down four times with people in the district and -- and asked them to -- to -- to -- to look at how the facts -- to -- to examine the facts of the case and I don't believe they did that at all.

Q. Okay. Well -- well, sir, I think you -- you'll agree with me, perhaps -- perhaps you'll agree with me that it's possible for two people to look at the same set of facts and draw different conclusions?

A. It is possible, yes.

Q. Okay. And do you have any information, other than your opinion, that any of these four levels, at any

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of these four levels, they simply didn't look at documents, that they looked at nothing, they simply went on their -- their whim?

A. I -- I -- yes, I have a reason to believe that they didn't and I'll give you a specific example.

Q. Okay.

A. It wasn't until the very end that Dr. Postlewait, when she said that issues number one and number three were no longer part of the reasons for -- for my removal as the program director. But at the time that I met with Jennifer Coker, Michele English-Watson and -- and Ms. Harrison, or Dr. Harrison, those were not off the table. So, for example, there were -- there were several factual matters that I simply asked for them to examine.

For example, one would be that I did not handle, I did not manage, disciplinary cases at Clark Academy, they weren't logged, and they weren't dealt with. That is factually incorrect. And I asked them simply to print out the -- all the -- the disciplinary logs in -- at Clark Academy. Now, that is a very, very easy thing to do. Anybody, Jennifer Coker, Michele English-Watson or Dr. Harrison, could have easily simply printed them out and said, "Oh, in fact, you did log all of the disciplinary cases

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in the district. That's clearly incorrect, we can correct the record on that." I asked them to do that, they did not do that.

Q. Well, part -- part of the grievance process was for you to make those -- make your arguments and at the end of the day, Dr. Postlewait states that she, "Based my reassignment decision on my concerns with your judgment in handling the April 22, 2016, incident with a student and my determination that your conduct has impaired your ability to be effective in your former position as the administrator of Clark Academy." Then she states, "My decision is not based on additional issues referenced in Ms. English-Watson's letter to you dated May 3, 2016." Does that indicate to you that she did, although not to your satisfaction, she did review the facts that were before her related to the incident in -- on April 25, 2016?

A. Well, that's a complicated answer because in the year before that, on May 9th, I believe, in her letter to me, in her response to me, she, in fact, based the decision to remove me based upon all three of those incidents. It's only the year after, when my reputation had already been -- been damaged, really irrevocably, that -- that she then came to

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the conclusion that, "No, those three things that I said last year were the reason for your removal. It's really not those three things, it was only that one thing." So, yes --

Q. One of the three?

A. Yes.

Q. Okay.

A. So a year after she came to the conclusion that only one of those things was the removal. But -- but when she actually made the decision to remove me, it seemed to be based upon all three of those things.

Q. Well, the purpose of a grievance procedure would be to -- to give you an opportunity to have the district revisit its decision, correct?

A. I would think that would be.

Q. Okay.

A. Best case scenario, that would be the -- the reason for it.

Q. Well, does it appear that Dr. Postlewait revisited that decision?

A. It appears to me that the only thing she revisited was the logic that she used to remove me, which then the one thing that was left was then we was then thrown out by the state level where an independent person looked at that and said that, in fact, I

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didn't use bad judgment.

Q. Okay. So you're relying -- you're -- you're relying on the state's licensure decision to support your claim for defamation; is that correct?

A. No. I'm basing it upon my experience in terms of the defamation, in terms of what I experienced and what people have said to me, my colleagues, my -- my -- the community members, parents, students, what they've said to me. Certainly, a part of the due process part of it claim, which is one of the three claims --

Q. Right.

A. -- certainly is reflected in the -- the flawed grievance process. But I would suggest that it's not only part of the due process, it's also certainly -- the mismanagement of the grievance process certainly led to defamation.

Q. Well, let's -- then let's revisit that. Ordinarily, in a defamation claim, somebody says something that is false and defamatory to third persons. Is there any statement at issue here that you believe that any person made at the district to third persons that you believe is defamatory? And you know what? I'm not going to hide the ball from you. We asked that question or a question like that in one of our

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interrogatories and I want you to have that available as it might aid you in your -- in your response.

MR. MATTHEWS: Let's mark this as Exhibit?

COURT REPORTER: 8.

MR. MATTHEWS: 8.

(Defendant's Exhibit Number 8 was marked for identification purposes.)

Q. And I'm going to ask you to turn to -- you'll see marked at the bottom page 7.

A. Uh-huh.

Q. And it's interrogatory number 11. And I'm going to give you an opportunity to review your answer and then I'll follow up with some questions. And I'll refer to your, kind of following along, your -- your allegations about defamation begin on page -- the bottom of page 11 of your complaint. And I'll be asking questions about these documents and, of course, following up about your own responses. So I'm going to give you just a few minutes.

MR. MATTHEWS: Let's go off the record for a minute.

(Off the Record from 11:56 a.m. until 12:02 p.m.)

BY MR. MATTHEWS:

Q. Let's make as much headway as we can and then we'll break and get back at it. Now, Doctor, as you can

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see in your response to interrogatory number 11, we asked you to list any and all communications made by any CCSD official employee that you claimed are defamatory as alleged in your complaint, including the date of communication, the person making it, the content of the communication and the persons who received it. And your response is this: "The district's intentional silence and failure to convey truthful information about its actions toward plaintiff, its quick suspension of his, and repeated refusal to provide accurate information to the press and public about his actions, as well as its different treatment of other principals involving -- involving," I guess that should have been, "involved in dress code issues inferred plaintiff was unfit for his position, which is defamation, per se. Defendant's failure to return plaintiff to work promptly after the incident and a subsequent demotion of plaintiff from administrator to teacher were defamatory. Additionally, Trustee Chris Collins made false statements to The Chronicle about Dr. Halevi and CCSD reported to The Post and Courier that Dr. Halevi had been reassigned to a special project, which was false and defamatory." Let's take those one at a time. The only statement, kind

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of, I see as somebody actually making a statement to a third person was at the very end where you talk about Trustee Collins. Is there a -- is there a particular -- particular statement that he made that you believed was defamatory?

A. Yes, and it was published in The Chronicle.

Q. What is The Chronicle?

A. The Chronicle is a local newspaper that largely focuses on the African-American community in Charleston.

Q. Okay.

A. And --

Q. Do you remember when it was published?

A. Well, it was published soon after the incident.

Q. Okay. Okay. And what did Mr. Collins state?

A. I don't have it right in front of me --

Q. Okay.

A. -- so I can't tell you word for word what it -- what it stated.

Q. Well, do the best you can.

A. Again, I'm doing this without -- without having reviewed his statement, but it was something to the effect of, "If it were up to me, he'd be gone," or, "He should have been gone," or, "The decision should have been that he was gone."

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Q. So there were trustees that believed your -- well, they believed your acts were misconduct worthy of termination?

A. According to Chris Collins.

Q. Okay. Do you have any information that his -- that he didn't truly believe that?

A. I have no idea whether he truly believed it.

Q. Okay.

A. I do know that that information, whatever information he would have gotten, would have been privileged as a personnel matter within the board.

Q. Okay.

A. And -- and that it certainly harmed -- it harmed me, particularly because the population of students that I have worked with my entire career is largely from the African-American community.

Q. Okay. Well, help me understand. If he -- if he has an opinion that you should be gone, that he believed your misconduct was, in his view, egregious, do you have any information that that's not a belief that he truly holds?

A. I -- I have no information --

Q. Okay.

A. -- about that. But my understanding is that legally he's not -- he's not allowed to talk about personnel

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matters that were -- that came in front of him as a school board member. In the same way that when I was asked by the Post and Courier to discuss the incident, I did not because it was an ongoing disciplinary, student disciplinary, matter. The fact that he spoke when it was an ongoing personnel matter, in my mind, was defamatory.

Q. Any reason you didn't sue him personally for defamation?

A. As I noted -- as I noted in here, I attempted right from the beginning to -- for him to be part of the grievance process, but the district simply never allowed me to grieve -- to grieve him, even though he was an agent of the school district.

Q. Well, you know, that's a legal conclusion, but whether or not he was acting within the scope of his job as a trustee or his position as a trustee, the fact remains that you, for whatever reason, chose not to sue him individually, correct?

A. In my mind, I'm suing the school district. He was an agent of the school district. I -- I don't know that I saw a difference in the origin of the lawsuit between -- between Chris Collins, an agent of the school district -- in which case this information is in the lawsuit about Chris Collins -- and Chris

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Collins personally. I don't understand enough about legal matters to know what the benefit would be to sue him --

Q. I understand.

A. -- personally.

Q. You're not a lawyer, correct?

A. Correct.

Q. You're married to one, but you're not one?

A. I am married. She wouldn't know the answer to that either.

Q. Well, let me ask you this. Do you believe that your removal was a matter of public interest? And when I say your removal, I say the fact that you're no longer -- you were removed from your position as the principal or the program manager at Clark Academy.

A. I'm not sure I understand your question. Public -- what does public interest mean?

Q. Well, do you believe that, and I'm using a layman's term, do you believe that the public would ordinarily be interested in, you know, that a public school principal was removed from his position for alleged misconduct?

A. Yes, I believe that it would -- it would be of -- of interest.

Q. Were you surprised that The Post and Courier

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reported on the subject?
A. I was surprised that they reported so poorly.
Q. But not that they found that this was newsworthy?
A. There were two other occasions that I'm aware of within a short period of time in the school district in which they also covered the incident, although quite differently, based upon -- based upon the district's -- the information that the district gave to the -- to the newspaper that they didn't give in my situation.
Q. I think you'll agree with me that CCSD does not control what The Post and Courier says and does?
A. Well, I agree --
Q. Although, it certainly would like to but it does not.
A. -- I agree that they're not the ones editing the paper, but I certainly don't agree that the school district doesn't have a responsibility to be fair and consistent when providing information to -- to the newspaper.
Q. Okay. How is it unfair or inconsistent in that regard?
A. The district clearly knew early on that I didn't do anything illegal. They also should have known, based upon a proper investigation, that I didn't do

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anything unprofessional or lack of -- or use poor judgment, which later the state, you know, concluded. At a minimum, even if they came to the initial conclusion, they should have responded to -- to my pointing out that factually these things are simply wrong in the report. So they had a -- they had a responsibility to provide, at a minimum, accurate information based upon a proper investigation.
Q. Responsibility to provide information to whom?
A. Well, to the newspaper, in the same way that they did on dress code issues that happened in the School of the Arts and at Moultrie Middle School.
Q. Okay. Did they draw different conclusions in those other cases?
A. I know -- I don't know about the conclusions that they drew in those cases. I only know that the process that they engaged in was fundamentally different than -- than the process that was involved in -- in my situation.
Q. How are you aware of that?
A. I'm aware of that because -- because the administrators involved have spoken to me and that these issues were covered actually in -- in the newspaper articles, that the -- that the school

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district participated actively in providing information to The Post and Courier in those situations but didn't seem at all interested in -- in participating actively in -- in my situation.
Q. Okay. Of the witnesses that you've listed, who would -- who were the persons you spoke to about the School of the Arts and Moultrie Middle School?
A. Shannon Cook.
Q. Okay.
A. And Moultrie Middle, I don't know that I ever had a conversation with Ryan Cuthack, the principal at the time. But I didn't necessarily need to because the newspaper coverage at the time indicated that the school -- there were many, many quotes from the school district itself saying that they had confidence in Principal Cuthack and -- and just that clearly participated actively in providing information to the newspaper.
Q. Okay. So you believe the district had a responsibility to provide different information or additional information to the newspaper and their failure to do so was --
A. And accurate information.
Q. -- was defamatory?
A. Yes. And accurate information.

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Q. Okay. Was there a specific -- are you aware of a specific communication between the district and the newspaper that you're thinking of or is it -- are you looking at the results of the newspaper articles or what was in the newspaper article and making a presumption that it's -- it's based on a communication with the district?
A. Well, there is a specific statement with coverage in -- in June in which the district communicated to the -- to the paper that I had been reassigned and that's simply not true. It's just factually incorrect. I was not reassigned.
Q. You were reassigned in August?
A. I was reassigned in August, but they seemed to indicate that I was reassigned to some sort of other position in June.
Q. Okay. Well, your status in June was that you were, what, on suspension or?
A. I was on paid leave.
Q. Paid leave.
A. But they indicated that I was --
Q. On a special project?
A. -- that I had been reassigned or some sort of special project.
Q. Okay.

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A. In order to be reassigned, it needs to show up in my personnel file and there needs to be --
Q. And you believe that's defamatory how?
A. Well, for one thing, it -- it would indicate that, you know, no longer working with students and, you know, one could easily draw the conclusion, or reasonably draw the conclusion, that the district no longer wants me working with students. Instead I'm working on special projects.
Q. Okay.
A. And -- and it's --
Q. Anything else?
A. Not that I can think of right now.
Q. Did you believe that Trustee Collins acted improperly when he made statements to The Chronicle?
A. Yes.
Q. Okay. Is it -- aside from what he stated, I believe you indicated that he had violated some rule about speaking to the press on a personnel matter?
A. Correct.
Q. Okay. Okay. Other than what you've told us today, and what's in your response to interrogatory number 11, do you have any evidence otherwise that supports your defamation claim?
A. Only my lived experience that -- well, you mean in addition to what's already in here?
Q. Yes.
A. Oh. So I can -- I believe it's already in here, but I just want to make sure that I'm covering it. Days after I was put on the initial suspension, the district moved an individual from, I believe, Baptist Hill Middle/High School, an administrator, who, when speaking to the faculty and/or the students, said, "Things have been done wrong around here for a long time."
Q. Now, who said that?
A. The -- the person who initially replaced me at -- at Clark Academy.
Q. Who was that?
A. John -- he then went on to lead Summit, a Summit program. He announced to the faculty, and I think also the students, "Things have been done wrong around here for a long time."
Q. Okay. Who reported that statement to you?
A. Oh, several faculty members.
Q. Name them.
A. Bill Bigg. Steve Liverani.
Q. Anyone else?
A. I believe there were other people, but I'm not sure who.

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Q. Okay. And this was your immediate successor speaking to faculty members?
A. Correct.
Q. Okay.
A. Then before I was notified by the district and I thought I was still, you know, returning to Clark, community member, a neighbor, came up to me and said she heard at Burke High School that the assistant principal was taking over as the interim program director at Clark Academy and that -- and that she would be serving there through the end of the year.
Q. Okay.
A. So she announced that to the faculty at -- at Burke High School.
Q. Right.
A. And that got out into the community, as far as I know, before I was told an investigation was -- was even completed. So now community members are talking about my removal before I've had any communication from the district and had any possibility to simply answer what were clearly false statements that were in the initial report. I consider that to be defamatory.
Q. Well, the assistant principal was who?
A. The assistant principal who took over through the end of the year was -- it's a strange name actually. She -- she was the assistant principal at --
Q. At Burke?
A. Meriwether. Ms. Meriwether, I believe is her name.
Q. Okay. Well, was it true that she took over for the remainder of the year?
A. I'm not sure if she did serve through the end of the year. I don't know.
Q. So you don't know whether her statement was true or not?
A. I assume that she believed it to be true at the time and I -- and I -- I don't know, because I was no longer at Clark, if she did serve through the end of the year.
Q. So you don't know whether it's true or not?
A. I believe it to be true.
Q. Okay. Any other evidence that you know of or are aware of that -- that would support your claim for defamation, other than what you have mentioned to us today and what's in your interrogatory responses?
A. Not that I can think of right now.
Q. Okay. All right. Well, Dr. Halevi, thank you so much.
A. Thank you.
Q. We're going to take a little break.

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(Off the Record from 12:19 p.m. until 1:16 p.m.)

BY MR. MATTHEWS:

Q. Dr. Halevi, thank you for being with me this afternoon. One question I always ask after a break is did you discuss the case with your lawyer during the break?

A. I did not.

Q. Perfect. Before we leave the issue of defamation, you had mentioned the -- how the decision of the State Board of Education played in your way of thinking. Do you know if anyone at the district initiated the hearing process or did they themselves do that?

A. I'm not aware of -- I'm not aware or have knowledge of how it started, but I would argue that if it started from a newspaper article, which is a possibility, then in some ways it started from the district's negligence in addressing the issue with the media right at the beginning, as it had in other cases.

Q. Do you believe that the -- the district was -- I notice you haven't brought a negligence claim. Do you believe that the statements or the actions of the -- of the -- the district were out of negligence or intent, if you know?

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A. So negligence, I guess, is a -- it's both a common term and it might be a legal term, so I'm not sure I can address --

Q. It is.

A. -- the full capacity of negligence as a legal term.

Q. Well, as you just used the word, how did you mean it?

A. I mean it in a -- in a -- in a non-legal manner, although there may be overlap with the legal aspect of it as well. I believe it's negligent to conduct a faulty investigation, then when you're notified that the investigation had really large errors of fact, omission of fact, to then not address those and to communicate those to a public that seem to have taken interest in the case, which then resulted in -- in a reputation -- a reputation that I have that I do not deserve based upon the facts of the case.

Q. Okay. Dr. Halevi, when you say the district knew or should have known that there large errors of fact, was that due to your disputes with the district or with the investigators?

A. So I pointed out to the district right from the beginning that the information in their report that they communicated and that was used to justify my removal from my position, there were errors in fact. For example, the report suggests that I did not take any responsibility for a contractual matter that did not go according to the way the district wanted the contract -- the contracts to be taken. So I pointed out that, in fact, I specifically said in that case that I should have handled that matter, that was my fault. So there were -- and there were conclusions based upon this idea that I somehow rejected responsibility for -- for things that didn't go right. And I pointed out on several occasions that, in fact, I was taking responsibility, you know, for -- for all sorts of things. So if you're going to base your conclusions on facts, I'm not even sure those are opinions; those appear to me to be facts. When you say one thing and it's completely contradicted by something in which that I -- that I said, that seems to me not to be a dispute of a fact, it seems to be a negligent act to then not follow and say, "Well, that's not true."

Q. Okay. Other than you, was there any other source of information that you believe the district ignored that was an act of negligence and somehow would make it libel to you?

A. I believe -- well, yes, I can name a few things.

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Q. Okay. Please -- please do.

A. Sure. So anybody who works in a school in after say 2010 knows that anytime there's an incident that goes on in a school, on a bus, on a playground, anywhere, that there -- if the students sense that something is going wrong or something is unusual or some -- there's something out of the ordinary, immediately there's video evidence. Every single student has a cell phone, every single student is looking to --

When I was on that bus, I expected two things to happen. Number one is, I, as a -- as an administrator, I had every reason to believe that there was a video and audio recording on that bus. The bus was brand new. As far as I knew, all buses had video and audio. And that I acted, whether there was video or audio on the bus or not, I acted in a way that I knew that there was going to be video evidence of it.

Q. Okay.

A. I was notified later that either the video or audio -- the bus had been put in to service without that in place and they couldn't explain why. I don't know what the answer is.

But the second thing is I was on that

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bus for a good five minutes having a conversation with or trying to have a conversation with Erica Hamilton, the student who was in the very back of the bus.

Q. Right.

A. If the student felt or if any of the ten or twelve or fourteen students on the bus felt there was any type of pressure, anything at all that was going on in which somehow from 40 feet away I coerced a student to take off her pants knowingly, then every single video camera would have been out there videoing it. And I -- again, it's -- it's -- it was shocking to me when I pointed that out to -- to that, that they were -- that the district simply wanted to ignore this whole issue, lack of audio and video on the bus and lack of any students taking a video. It's clear why there was no video because there was no -- there was no incident in which I -- which I used bad judgment or somehow influenced a student to take off her pants on a bus.

Q. Well, did you see a student with a phone out recording you?

A. I did not.

Q. So is it your -- your suggestion that the district know or video evidence that it ignored or that you

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don't believe there was any evidence because you believe the students concluded that your actions were appropriate?

A. Yes, it is -- it's my contention that, number one, the district had a responsibility to have video and audio on the bus to ensure the safety of the bus. And second of all, if, at any point, a student felt that something was inappropriate was happening on the bus, either the student who felt it was inappropriate or any number of other students would have been videoing it the whole time and would have made that possible. So what we're left with only, when the district did whatever investigation it did, which I'm not even sure it constitutes any type of -- any type of investigation that I'm aware of or that I would classify as careful and well done, the absence of that video would -- would clearly suggest to -- to any investigators that what the student might have said simply didn't happen.

MR. MATTHEWS: Okay. This is going to be what exhibit?

COURT REPORTER: 9.

MR. MATTHEWS: This is going to be Number 9.

(Defendant's Exhibit Number 9 was marked for identification purposes.)

Q. Sir, our court reporter is marking what I'm going to

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hand you as Exhibit 9. And as we take a look at Exhibit 9, I'll represent to you that this was an incident report taken by an officer and it appears to be McLean. Do you know who Deputy McLean is?

A. Yes. She is the student resource officer at Clark Academy.

Q. Okay. Had you worked with her before?

A. Yes. She was the -- she was permanently assigned Clark Academy.

Q. How long had you worked with her?

A. I don't have the exact dates in front of me. My memory is that it was two years. It's possible that it was more than two years.

Q. Had you ever reported her as not attending to her duty or somehow being negligent in her duty?

A. A negligent in her duty? No.

Q. Okay. Did you regard her as a good RSO (sic)?

A. I regarded her as competent SRO.

Q. Okay. Now, the report that she issued begins on page. I think it's page three of this document. One of her statements is. "After several interactions between Dr. Halevi and the student, she agreed to wear sweat pants." Do you think that's accurate?

A. It's extremely -- it looks extreme context, but -- but some of that is accurate, yes.

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Q. Well, Ms. -- Erica, I'll just call her that since she's a student, came to school that day wearing clothes that you thought were not in conformity with the dress code, correct?

A. Correct.

Q. Okay. And I understand that Erica was a difficult student?

A. Correct.

Q. Okay. And after some meetings between you and she, you offered to -- for her -- for her to wear sweat pants and she agreed?

A. The offer is made to all students who come out of compliance.

Q. Right.

A. And that day, there were more than -- it wasn't -- Erica was not the only student who was out of compliance with the dress code. And all students are offered medical scrubs for either tops or bottoms, depending, or both, depending on what the compliance issue is.

Q. Was she also wearing a t-shirt?

A. She was not wearing a t-shirt.

Q. Was she -- what was -- what was her top?

A. Her top was similar to the -- to the blue shirt that you're wearing.

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Q. Okay. I'm wearing --
A. It was --
Q. -- just so the record's clear, I'm wearing a blue oxford cloth shirt without a tie.
A. Correct. So it was a blue shirt about the same color as yours that came down about mid -- mid-thigh. So it was a -- I don't know whether it was a shirtdress, whether it was just a shirt, whether it was -- how it was supposed to function in a -- in a dress issue. But was, in my judgment as the program director, out of compliance with the dress code.
Q. Let's presume it was a shirtdress of some type. Did it -- did it go down to above the knee?
A. Yes. It came down significantly above the knee.
Q. Okay. Presuming she was wearing underwear, could you see the underwear?
A. I could not see the underwear when she was standing.
Q. Okay. When she was sitting, would that have posed a problem?
A. Yes, that would have created a significant problem.
Q. That's why it was disruptive for her to wear the outfit she was wearing?
A. There is that aspect of it. But also even standing it was a problem. But I had -- one of her teachers, a math teacher, a male math teacher, had -- had

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spoken to me on several occasions of female students wearing clothing that was one piece and that when they're standing is one length but then when they're sitting is another. And that when he would walk over to them, there would -- it would be so revealing that he simply couldn't -- couldn't walk over to the student.
Q. All right. When you spoke with her and she agreed to wear, where it says sweat pants here --
A. They're really medical scrubs.
Q. And they were the -- did you -- did she continue to wear the shirtdress --
A. Yes.
Q. -- as an outer garment?
A. Yes.
Q. Okay. Is Officer Davis a male or a female?
A. Male.
Q. Who is Ms. Smith?
A. Ms. Smith is a guidance counselor at the school.
Q. Do you remember her first name?
A. Erica. I don't know whether it's with a C or a K. I believe it's Erica. It's a --
Q. Did you tell Mr. Davis to stop all buses from leaving to find Erica?
A. Yes.

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Q. Okay. And according to the deputy writing this, she observed the buses sitting for several minutes. She became concerned, drove over to the bus loop. Did you see her do that?
A. Yeah, that's actually not accurate. What she -- she generally is out at the bus loop but happened to be towards the parking lot, which is maybe a hundred yards away, give or take.
Q. Was she in a marked vehicle?
A. She was in a marked vehicle, yes.
Q. Charleston Sheriff's Office?
A. Yes. And then, actually, when -- as soon as we located -- there are four buses that we have at -- or we had at Clark. When three buses -- as soon as we located Erica on the bus that she should have been on, which is -- which was good, we let the other three buses go immediately.
Q. How long --
A. She followed those buses. The SRO actually left campus following those buses.
Q. Did she ordinarily do that?
A. She -- yeah, she would. I don't envision all of her activities, so.
Q. Okay. Well, was there -- was there a time and period where all the buses were stopped?

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A. There was a short period of time when all four buses were -- were stopped, yes.
Q. Okay. Deputy McLean describes that as several minutes. Would you agree with that?
A. No, I don't think it was several minutes.
Q. How long do you think it was?
A. Two minutes. As soon as we located Erica on the bus that she should have been on, that was -- we let the other buses go, so I assume that we looked on the bus or Mr. Davis looked on the bus that she should have been on immediately, so.
Q. Okay. So a couple of minutes versus several minutes?
A. Okay.
Q. You would regard --
A. Yeah.
Q. Well, let me finish the question and then you can agree or disagree. You would regard it as more accurate if it said after the buses sat for a couple of minutes?
A. Yes.
Q. Okay. Deputy McLean reports that she saw you on the bus walking from the rear of the bus to the front of the bus with sweat pants in your hands. I take it from your earlier testimony, you disagree with that

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she saw?
A. Yeah. She also actually contradicted that testimony, what she wrote here, later in the state case.
Q. Okay.
A. In which she -- she said she did see me on the bus but not at the back of the bus.
Q. Okay. She saw you, according to this, it was walking from the rear of the bus to the front of the bus. So she saw -- did she agree that she saw you walking on the bus?
A. She saw me on the bus --
Q. Okay.
A. -- with the -- with the pants.
Q. In your words, how did you get the pants?
A. Well, I stood in the front of the bus with -- standing next to the bus driver and I asked her to -- to come off of the bus so that I could speak to her. She then started yelling, using profanity, "You're not getting the f'ing pants, you're not getting the f'ing pants." I said, "Erica, I need to speak with you off of the bus." That -- that back and forth went on, it's hard to say exactly, maybe two or three times, which I said, "I need to speak with you off of the bus," and her saying, "You're

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not getting the f'ing pants." And then at some point, after the second or third or maybe even fourth time in which I repeated that I needed to speak with her, she took -- she threw the pants up towards the front of the bus. When she threw them, they actually hit the -- hit the ceiling of the bus. So she meant to throw them all the way to the front and she threw them and kind of hit the top of the bus.
Q. Right.
A. And they kind of fell down maybe halfway up the bus. A student halfway up just reached -- sitting there, reached down and threw them up and that went on, you know, for one or two kids until they got to the front of the bus. I had to take probably three steps forward from the front of the bus in order to gather those pants in my hand. And that's when I assume Officer McLean saw me on the bus with the pants.
Q. Uh-huh.
A. Because I don't think she could have seen me from the very front of the bus standing next to the driver with those pants. And that's what she testified to in the state case.
Q. Okay. And then did you have the pants and leave the

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bus?
A. Yes, I got the pants and -- and left the bus.
Q. Okay. And then there was -- who was the bus driver?
A. I do not know her name.
Q. Okay. Female?
A. Yes.
Q. White? Black?
A. African-American.
Q. What age?
A. She was probably mid-70s.
Q. So an older woman?
A. Yes.
Q. Okay. According to the deputy, she -- Deputy McLean is a female or a male?
A. Deputy McLean is female, yes.
Q. Okay. She states, "When I came around to the passenger side," of the bus one presumes, "I saw Ms. Smith and went to speak with her and Dr. Halevi who had exited the bus and walked over to us with the sweat pants." Do you recall that taking place?
A. I don't recall Ms. Smith being at the bus because she had not been involved and she's never out by the bus loop --
Q. Right.
A. -- and wasn't there. But I do recall Officer McLean

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coming across because that was at the point, just as she came on the passenger side of the bus, that Erica put down the window and started yelling that she was -- she was -- had no -- what was she yelling?
Q. Well -- well, I want you to hold that train of thought.
A. Okay.
Q. And I want you to respond to this because it's appropriate. Deputy McLean reports, "At that time, Erica stuck her head out of the window crying and began screaming that he," presumably you, "was making her ride the bus without any pants on and that she was in her underwear." Do you recall that being what Erica stated?
A. I don't recall that Erica said that word for word, but I do recall that Erica was extremely agitated about her clothing situation.
Q. Tell me what you mean by that.
A. She was upset that -- that -- that --
Q. You had the hospital scrubs?
A. She was upset that -- that -- that she was sitting on a bus in her panties.
Q. Was she wearing the same shirtdress that she was wearing earlier?

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A. At the time, I believed that she was.
Q. Okay. Was that, in fact, true?
A. It was, in fact, not true.
Q. Okay. Tell me -- tell me -- kind of unpack that for me. And I -- and I want you to have kind of free reign without me --
A. Okay.
Q. Just whatever your -- whatever your recollections of that difference was. I'd like to know it.
A. Sure. After Erica got the pants, the medical scrubs, at somewhere around quarter of twelve, during the day, I saw her several times over the course of the day wearing the shirtdress with the medical scrubs underneath. And about 20 minutes before the end of the day, I saw her again wearing that. So when I got on the bus at --
Q. The same shirtdress?
A. Correct.
Q. Okay.
A. When I got on the bus at the end of -- at the end of the day to retrieve the medical scrubs and to speak with her about disciplinary action --
Q. Right.
A. -- I -- I only -- I did not move to the back of the bus. She was sitting in the very last seat. I --

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the seats were quite high and I could see that she was wearing a blue top the same color as her shirtdress, and because I had seen her 20 minutes before, I assumed that she was wearing the exact same dress that she came to school in. I would have no reason whatsoever to have thought that she would not have been wearing those clothes.
Q. What was she wearing?
A. I believe it was some sort of t-shirt that was the same color as her dress.
Q. As you mentioned earlier, I'm wearing a blue oxford cloth shirt that was the same color?
A. Same color, yes.
Q. Okay. So at that point, when she -- when she said that you were making her ride the bus without any pants and she was in her underwear, according to Deputy McLean, "Ms. Smith and I looked at Dr. Halevi and he said 'What?' And Ms. Smith repeated what we heard and then Dr. Halevi told Mr. Davis to stop the bus."
A. Yes.
Q. Is that accurate?
A. Correct.
Q. Okay. Next, she reports, "Dr. Halevi then boarded the bus and we could hear the student speak to him

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but not what they were saying." At that point, kind of you take the story from that point and then we'll move to the next part.
A. Sure. That's actually also incorrect. I did not reboard the bus after that, after the incident. When the student -- when the student rolled down the window and said she was sitting in her panties and yelling and screaming at me, I walked to the front of the bus and asked the bus driver, I said, "What is going on?" And she said -- she said, "I don't know." And because it's now a female student without -- saying that she's not wearing any clothing, I asked my SRO, my police officer, female police officer, to go with the pants and to figure out what's going on.
Q. Okay.
A. So I gave the pants to the police officer, Officer McLean, who then went to the back of the bus and determined that, in fact, she was sitting in her panties and a blue t-shirt and then gave her the pants to put back on. And asked Officer McLean to bring her off the bus because at that point we needed to contact mom and figure our next steps about how we were going to deal with this.
Q. Okay. Here's -- here's what -- let's kind of match

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that recollection with what's on this report.
A. Sure.
Q. "Dr. Halevi then boarded the bus and we could here," I believe she means H-E-A-R, "students speaking to him but not what they were saying." And you're saying, no, you did not board the bus?
A. Correct.
Q. Okay. But you stopped the bus and spoke with the driver kind of from outside the bus?
A. Correct.
Q. Okay. Then she states, Deputy McLean states, you exited the bus minus the sweat pants and said they, the students, were saying she didn't have her dress on. And your testimony is, no, I gave the pants to Deputy McLean, she went back on the bus and gave the pants back to Erica?
A. Correct.
Q. Okay.
A. And I believe that that is what Officer McLean testified to in the state case.
Q. Okay. Then she stated, "I entered the bus and found Erica in the last seat and asked her where her dress was and if I needed to go into the school to get it for her. The students advised that another student had it that had left and they took -- that they told

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Dr. HaLevi she didn't have any clothes to put on." Okay. Well, let's unpack that a minute. Did the students ever tell you that Erica didn't have any other clothes to put on?

A. No.

Q. Okay. Did Deputy McLean ever tell you that the students advised you that Erica didn't have any other clothes to put on?

A. Only when she came back down from the bus after she had given Erica the pants to put back on did she say that Erica did not have any other clothes to put on.

Q. Okay. Well, I think what -- what struck -- what strikes me about this statement is other students claimed they had told you that Erica didn't have any other clothes to put on. Is that -- let's kind of begin, first of all, did Deputy McLean ever tell you that?

A. I don't recall Officer McLean saying that. I believe, my understanding of this based upon this statement, and what happened in the state case, is that when I was on the bus initially trying to get Erica to come off --

Q. Right.

A. -- and the students are watching the other buses leave, the students started yelling things out, some

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of which could have been, I don't know, could have been, you know, she doesn't have any other clothes to put on. But I was -- I was not listening to that.

Q. Right.

A. I was trying to focus on Erica to ask her to come off of the bus. So I'm not -- I'm not saying that a student didn't say that -- that she didn't have any other clothes on. What I'm saying is that Erica didn't say that and I didn't hear it.

Q. Okay. "At the time," he continues -- or she continues, "At the time, I observed Erica wearing what appeared to be a t-shirt, zip-up sweatshirt and panties." When you observed her, was she wearing a zip-up sweatshirt and a t-shirt --

A. When I observed --

Q. -- on the bus?

A. -- when I observed her, I was so far away that all I could see was a top that was the same color as her shirtdress.

Q. Okay. Did Officer McLean advise you that the dress was not on the bus and that her mother needed to be contacted and notified of the incident?

A. The first part, yes, who -- she notified me that -- because I said -- I said, "What? I don't

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understand. I can see that she's wearing the same stuff." She said, "No, it's the same color but it's a different shirt and it's much shorter." And -- And so that was the first time that I had any awareness whatsoever that she had changed her clothes and -- and was no longer wearing the shirtdress that she had. She -- the second part of the question, I'm sorry, I -- I just lost what I needed to respond to that. What was the second part of your question? It was --

Q. Well, I'm looking at this, what Deputy McLean wrote --

A. Oh-huh.

Q. -- and just I'll quote it. "I advised Dr. HaLevi that the dress was not on the bus and that her mother needed to be contacted and notified of this incident."

A. Right.

Q. "He agreed and requested her number via the radio."

A. Right.

Q. Is that accurate?

A. My recollection is that I notified -- I said I needed to notify the parent and I asked Officer McLean to immediately request the bus video and audio from Durham.

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Q. Okay. Officer McLean then reports, "He reentered the bus to speak with the students and advise them he didn't know she was -- she wasn't wearing the dress." Did that occur?

A. No, I did not reenter the bus once she -- once Officer McLean got on the bus to return the pants. I did not get back on the bus.

Q. Okay. "The bus driver" -- she again writes, "The bus driver, who is on the same -- who is from the same area and close with Erica spoke to her and Erica was also speaking with her mother, Linda Hamilton, on the phone." Do you have any knowledge about whether or not that's accurate?

A. I believe that to be true but I don't know because I don't know who she was -- I assumed that she was speaking to her mother on the phone, but I don't know that.

Q. "She then," and I presume to mean Erica, "Erica then exited the bus per her mother's instructions and walked with Ms. Smith, still crying, to the data clerk's office."

A. Per -- I don't know if it was per her mother's instructions. I was not going to let the bus go with Erica on that bus. In my mind, I was the one that was requiring Erica to leave the bus, so I

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don't know anything about per her mother's instructions.

Q. At that time, was she wearing the scrubs?

A. She was -- yes, she was wearing the scrubs.

Q. Okay. Next the deputy reports that, "Ms. Hayward, teacher, arranged to meet Erica's mother and left the school with Erica while still speaking to her mother." Is that accurate?

A. My memory of this situation is that I entered -- reentered the school and -- and asked Ms. Hayward, an English teacher who -- who knew Erica's mother, to wait at the bus loop until Erica's mother comes and then -- and then come with her to make sure that Erica's mom and Erica come into the school to discuss the situation. What I learned after is that the mother pulled up and refused to enter the school and Erica got in the car and left.

Q. Okay. Well, let me read this. This appears to be consistent with what you're saying, that, "Dr. HaLevi asked that we continue to wait for her to arrive to have a meeting with her. Ms. Haddon arrived at the school but remained by her car. She was very upset and yelling. She stated she wasn't going to talk to anybody until Monday when she would return with her lawyer." Do you -- were you privy -

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--

A. I cannot --

Q. -- to any of that?

A. No, I can't know what was said in that situation.

Q. Okay. Have you -- was the concern you had about her leaving with the pants on was because you did not believe she would return the pants?

A. No.

Q. Okay. Why were you concerned that she would leave school property with -- with the scrubs still on?

A. Sure. So there were -- the issue of the pants was part of a larger, multifaceted disciplinary incident over the course of the day that included profanity, disrespect, failure to obey, dress code issues, disobedience, disruption, a whole series of issues. I got on the bus to -- in order to communicate to Erica that she needed to return on Monday with her mother to deal with these bevy of issues. I -- I had the -- I had -- one of those issues was the return of the pants, but it was by no means the only issue and the only reason I got on the bus. In the past, I had had difficulty getting in touch with -- and the school had had difficulty getting in touch with Erica. What I was actually most -- the single biggest concern that I -- Erica's mother. I'm sorry.

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My single biggest concern was that Erica was going to try to come back to school on Monday, after a weekend, without her mother and we were going to repeat this incident over again, and which I was not going to allow her to enter classes until I had a parent conference with Erica's mother.

So there were several things that were going on. One is I wanted to get the return of the pants. Two is I wanted to communicate to Erica that she was on a conditional suspension, that she needed to return with her mother. I was going to follow up with a phone call to the mom, but I wanted to make sure that Erica knew that so that I could -- I could communicate that to her. And I just wanted to tell her that I was disappointed in what happened but that because I had had experience with Erica, I knew that she could come back on Monday with a parent and have a much better week going forward. I wanted to at least, after having a horrible day with her, communicate to her my confidence that she can -- that this doesn't have to be the end of the story, that she can turn this around.

Q. Well, let me read this sentence to you again from the same exhibit. This is Deputy McLean's report. "As school was being let out, Dr. HaLevi, via the

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school radio, requested that Student Concern Specialist Dion Davis ensure he retrieve the school issued sweat pants from the student." And Mr. Davis advised you that he believed the student was in the bathroom at the time. "Ms. Smith from guidance checked the bathroom and did not locate her. At that time, Dr. HaLevi told Mr. Davis to stop all buses from leaving to find Erica." As I read that part of these report, I can see where you were concerned about her leaving with the sweat pants but not the other concerns that you just mentioned. If she -- if she had already returned the sweat pants, would you have still stopped all the buses?

A. Well, that depends. Because I presume if she had returned the sweat pants, I would have had a conversation with her. So the idea is that she return the sweat pants, I have the conversation with her before she gets on the bus and, therefore, the whole incident that -- that happened wouldn't have happened.

Q. Well, forgive me. As I'm reading this, if Dion Davis had retrieved the sweat pants, would you still have let the buses -- stopped the buses from leaving or let them go?

A. But I had communicated to Dion to make sure that I

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saw Erica before she left so that I could -- Officer McLean wouldn't -- wouldn't have known that. That's not the type of communication that -- that an SRO would know.

Q. Okay. So the answer -- is the answer yes, if Mr. Davis had retrieved the pants already, you still would have stopped the buses in order to speak with Erica?

A. No, the answer is that I needed to speak with Erica beforehand so it was going to happen in -- in one of three places: in the student support office before the end of school, in my office at the end of school, or on the bus in the bus loop.

Q. Okay. Well, in order for you to speak with her in the bus loop, would you have had to stop the buses?

A. I would have only had to stop the single bus in which she was located on. The other buses would have -- would have been able to go, which they did.

Q. All right.

A. I just want to point out that holding buses is a common practice. It happened -- it happens on a daily basis at Clark. I need to -- I'm almost always at the bus loop and I'm the only one that gives the approval for the buses to leave. So it's common practice to hold one, two. It's not normal.

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to hold all four buses, but it's certainly not that unusual.

Q. If you had it to do over again, what would you have changed in your own conduct, if anything?

A. At the time, I made the best decision that I could possibly make given my priority to limit the number of suspensions and to try to deal with students in a positive way and a constructive way to give students the opportunity to, once they make a bad decision, to make a better decision. I -- I can't make decisions -- I can only make decisions based upon my years of experience and the things that have gone right and wrong in the past.

I went out to that bus loop in order to help Erica, in order to make sure that she come back after a horrible day and started the next week. I can't make decisions based upon information that I know later on, you know, that -- that, you know, that a student -- well, I'm not even sure how to -- how to word this, other than almost every -- based upon my experience, and I have a lot of experience dealing with disciplinary cases, I try to anticipate what are the worst possible things that can happen in this situation. Whether I'm dealing with a student and a parent, I try to think what are one,

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two, three, four, five, six, what are the things that can go wrong to try to anticipate that so that they don't happen. When I got on that bus, it wouldn't have even been in my top 50 possibilities that a student would take off her pants and throw them to the front of the bus and me not be aware that she was sitting in her panties. It simply was not even in my realm of -- of -- of possibilities that that would be an outcome and I have a lot of experience with students.

Q. Uh-huh. Well, let me ask the question to you again. If you knew then what you know now, that you had made a mistake regarding what she was wearing at the time, would you have changed anything that you did?

A. If I had known Erica was going to sit on a bus with her -- take off her pants and sit on a bus, then absolutely I, you know, simply would have made a different decision.

Q. What would -- what different decision?

A. There are a range of different possibilities. If I had known ahead of time before she went out to the bus, you know, we would have made sure that she never even got on the bus.

Q. Right.

A. To have the conversation in the office. If once --

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if I knew that she was going to take off her pants once I got on the bus, then I simply would have -- simply would have dealt with the issue on Monday, having very different consequences because on Monday, then that would have resulted in -- likely, a multi-day suspension for a series of interactions. So, yeah, that would have been, you know, certainly if I had known she was going to take off her pants and sit in panties, that would have been, you know, something I -- I would have avoided.

Q. Well, here's what, according to -- I'm looking at Exhibit 4 now. Do you have --

A. Exhibit 4?

Q. Yeah. This is the May 11, 2017, letter to you.

A. Uh-huh. What page?

Q. Why don't we just start from the front.

A. Okay.

Q. It -- it refers to an excerpt from a statement you provided on April 22, 2016, that states you then boarded bus 808 to ask for the pants.

A. Uh-huh.

Q. Do you remember writing that? Is that accurate?

A. Oh, yeah, I -- I wrote that.

Q. Okay. And then you -- you told the student that you needed the pants before allowing the bus to proceed?

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A. Uh-huh.
Q. Did you tell her that?
A. No.
Q. Okay. Why did you write it?
A. I was trying to give a broad summary of -- of what happened. So if I had had more time and had the ability to explain, I would have said -- I would have written that I told her that I needed to speak with her about the pants and other issues before I can let the bus proceed.
Q. Okay. So that part of your statement was -- was not accurate?
A. That part of the statement was not complete.
Q. Okay. Well, tell me this. Did you say you needed -- did you ever tell her that you needed the pants before allowing the bus to proceed?
A. I did not.
Q. So that -- that's just wrong?
A. That's a broad -- a broad statement that simply lacked more detail.
Q. Well, I know we're kind of talking -- I don't want to spar with someone who's a professional English person, but --
A. I don't feel like I'm sparring. That's okay. I'm trying to answer the best I can.

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Q. But -- let me ask the question like this: yes, no. Did you ever tell the student that you needed the pants before allowing the bus to proceed; yes, no?
A. If it's only a yes, no question. I'm going to say no.
Q. Okay.
A. But the larger answer here is --
Q. Which you're allowed to give.
A. Okay. The larger answer is that that was one of the things that I -- that I said.
Q. So you did say that?
A. It was part of a larger context in which I asked Erica to come off of the bus. And I don't know that I mentioned this earlier, but I told you the profanity, you know, she said, "I'm not giving you the f'ing pants. I'm not --
Q. Right.
A. -- I'm not giving you all this." I said, "Erica, it's not only about the pants. I need to come off and speak to you. I'm not speaking to you about this in front of everybody on the bus."
Q. Okay.
A. My -- and so -- so I don't think it's unreasonable for Erica to have -- I don't think it -- not Erica -- I don't think it's unreasonable for someone to

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say that he seemed to be focused on the pants, but that was -- but that's not an accurate estimation of what I was doing on that bus.
Q. Okay. Then you -- you actually, later in this same excerpt, say, "I repeated that the bus would depart as soon as I got the pants."
A. Right. And what I should have -- the more -- again this -- this was -- when I wrote this, this was meant as a summary to Jennifer Coker in preparation for a meeting on Monday. This was a summary. It was not meant to be a comprehensive report about what happened. And so I -- so that was my summary, but that's simply not a fully -- if you -- if you say that's the only thing I did, that is not at all accurate.
Q. Later, it says, "The school bus -- the bus driver told me she would get the pants and bring them to school on Monday."
A. Yes.
Q. "But I told the driver that the student needed to return the pants, as she was wearing the same thing that she came to school in." Did you tell the bus driver this?
A. I told the bus driver that she was not -- that her role as a bus driver was not to retrieve pants and

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that that's my job as the program director to -- to conclude this larger disciplinary issue that had happened all day before the bus departs.
Q. Okay. Looking back, would it have been a better decision to allow the bus driver to retrieve the pants?
A. No. No.
Q. Then you write, "After approximately five minutes, the student took the pants off and threw them up a few rows." Was it about five minutes?
A. No, I assume it's less than five minutes.
Q. Okay. Well, this is your approximation.
A. Correct.
Q. So as you approximate now, how long would it be?
A. Three minutes.
Q. Okay.
A. Three and a half minutes.
Q. Maybe three, three and a half. Next you say, "I moved down the center row of the bus and collected the pants."
A. Uh-huh.
Q. Accurate?
A. As I said earlier, I took a few steps towards -- in the center row to pick them up, but they were already way in the front of the bus by that point.

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Q. Did the student, Erica, I'm presuming, say she would not put the scrubs back on and that she would just wear her panties?
A. Oh. I did not hear any of that, no.
Q. You see where you wrote that down, right? Look at the top of the second page.
A. The top of the second page. That happened -- so I was unaware that she was in her panties until I was off the bus.
Q. Right.
A. And -- and then she put down the window and started screaming that she was in her panties and I said, "What?" And -- and I sent the officer back onto the bus with the pants and -- to have her put these pants on and then remove her. I -- I believe that Erica did not want to be removed from that bus. She did not want to have her mother have to come get her. And then she said -- and then I believe what she said to the -- to the SRO was that she would rather just go home in her panties and I said, "That's absolutely not an option."
Q. What you wrote here was, "I immediately handed the pants to the driver and asked her to go give them back to her." I think what you're now testifying is you gave them to the SRO?

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A. I gave her -- I gave them to the SRO and it's possible that the SRO -- I believe that the SRO walked down, but it could have been that the SRO handed them to the driver. It could also be, I'll say this, I'm sorry, it could also be that both the SRO and I approached the -- the bus, I did not get on the bus, but that I either handed them to the SRO or the bus driver, two females, to give them to -- to the student. So it is -- it's a possibility that I handed them to -- I'm not sure exactly which one I handed them to. I just wanted to make sure that a female was walking down the bus if she was sitting in her panties.
Q. Okay. Well, you then said the student said that, this is your writing, "Erica said she would not put them on and that she would just wear the panties." Is that what you were hearing her state -- was that something that you heard her state?
A. I don't know whether I heard her state that or whether the bus driver and/or the student concern specialist told that to me.
Q. But you stand by the statement? You believe that's what she said?
A. That she -- that she would have preferred to ride home on the bus in her panties? Yes, I stand by

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that statement.
Q. Then you write, "She put them on and walked off the bus pushing me, calling her mother." Did she push you?
A. Yes.
Q. Okay. Now, in your next part, the excerpt of your next letter from May 9th, indicating that, "The committee reports, in error, that I held bus and insisted she return the pants on the spot. This is more than misleading; it is false." Well, you did hold the bus and you did insist she return the pants, correct?
A. I held the bus and I insisted that she come off the bus, that I discuss the pants and other issues. Leaving out the other issues is -- is -- is not accurate and shades the whole way this is seen. So if you -- if you just remove the larger context, which is I needed to speak with her about an impending suspension, bringing her mother back and having a good week next week, then -- then you're left only with the pants. So that's not accurate.
Q. Well, I understand that may have been your intent, but according to your own statement from earlier, from April 22nd, on two occasions you say that the bus would depart as soon as you got the pants. This

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is in your own statement. And I understand that now you say that it's not accurate, but on April 22nd, that's what you reported to the district, correct?
A. I just want to be clear that it's -- what I'm saying is that this statement was an overview of the larger situation. It was not meant to be exactly fact, fact, fact, fact, without context.
Q. And Dr. Halevi --
A. So, yes, I wrote --
Q. -- can you --
A. -- yes, I wrote that on -- on -- on August 22nd -- I mean on April 22nd.
Q. Right.
A. Correct.
Q. Right, right, right. And I understand what you just told me, but tell me this. In your April 22nd report, did you state in the report itself that, hey, this is just an overview, some of this might be wrong?
A. I would need to go back and look at that.
Q. Okay.
A. I --
Q. Do you believe that you would have made such a --
A. I believe that what --
Q. -- clarification?

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A. -- I would have written was this is an overview of what happened and I look forward to discussing this in more details with you, to Jennifer Coker, on -- on -- on April 26th, when -- when she had agreed to come out to the school to meet about this.

Q. Okay. Well, sir, I mean, do you understand why the district may have felt that these -- these two statements were inconsistent?

A. I -- I could only understand that if they purposely went out of their way to -- to not understand the context of the situation.

Q. Well --

A. If you're only going by written statement and that -- and the initial written statement was not meant to be a comprehensive review, then it seems to me to be completely unfair for the district to -- to match that up with, you know, with something that's more comprehensive and then say there are inconsistencies.

Q. Well, Dr. Halevi, is it fair to say that the district had more sources of information than you? That they -- that they got information from other sources, other than you, to your knowledge? And if you don't know, that's fine.

A. What's fair to say is that -- in my mind what's fair to say is that the district had pieces of information over the course of that event but were missing the crucial details because they did not speak with me.

Q. They relied on your reports?

A. They relied on a general statement from April 22nd and then whatever notes -- which I was never -- I've never seen -- from a meeting with employee relations on the 25th, Bev Varando and Will Suggs, and that was it. That was the only conversation I had. My understanding later is that they -- they interviewed some students, although not all, and -- and they're -- I've seen student statements from that -- from that situation. I'm not aware that there is other information that the -- that the district gathered.

Q. Did you -- you did meet with Mr. Suggs and Ms. Varando?

A. Correct.

Q. On April 25th?

A. Yes.

Q. Okay. How long did you meet with them?

A. Less than an hour.

Q. Okay. Did you speak with them?

A. I spoke with them, yes.

Q. Okay. Did you hand them any documents or anything in writing?

A. No. Although, they handed me something in writing.

Q. Did they take notes, to your knowledge?

A. I -- I assume that they took notes. I seem to remember both Bev and Will taking notes.

Q. Uh-huh. Did you kind of get everything off your chest with them that you wanted to?

A. No, absolutely not. It was quite a limited conversation.

Q. Okay. Did you want to -- did they cut you off or dismiss you before you were --

A. Yes.

Q. Okay. How did they do that? Did they force you out of the room?

A. They said, "We're only talking about this."

Q. They were only talking about?

A. Their questions.

Q. Okay.

A. They had a series of questions which were very leading and judgmental and we were only talking about those questions that they had.

Q. Okay. I certainly don't mean this as a slight in any way, but you're answering my questions today, what I presume to be fulsome; is that fair?

A. Presume to be what?

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Q. You're very fulsome in your answers to --

A. I don't know what --

Q. -- to my questions today.

A. What does fulsome even?

Q. Very fully. You're --

A. Oh.

Q. -- you're -- you're -- I believe you're trying to answer my questions truthfully and completely; is that right?

A. Yes, absolutely.

Q. Okay. Well, do I also understand that you answered Ms. Varando's and Mr. Suggs's questions truthfully and completely?

A. Absolutely, yes.

Q. Okay. And today, when you answer my question, you feel at ease and I want you to feel at ease to explain yourself.

A. Sure. And one of the reasons why I feel comfortable, you know, speaking with you right now but also in the future is that there's a record --

Q. Right.

A. -- of this and that makes me feel quite comfortable --

Q. Right.

A. -- with that. Because I've worked with Will and --

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and Bev in the past --

Q. Right.

A. -- and seen the way they work. I understand that they take notes on some things, don't take notes on others, are quite controlling in their conversations. And so I was aware of that going into -- going into the meeting with HR, particularly when the very first thing they handed me was saying that I was under suspension. So it was a very different type of conversation that I was having with -- with Will and Bev.

Q. Okay.

A. And I do not trust that they, and I now know, that they did not accurately depict what I said in that meeting.

Q. Okay. How did they -- how did they, in your mind because of what you just said, how did they misrepresent or misrecord your statements?

A. They did not seem interested in the larger context of the situation. They kept saying -- kept repeating questions in a similar way, which was why did you get on that bus, you know, why didn't you just let the bus go. They were questions that didn't seem to be designed to get information.

Q. Right.

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A. But they seemed to be questions in which they had a predetermined answer; that I shouldn't have gotten on the bus, that I shouldn't have asked for the pants, that I shouldn't have done that. And that made -- seriously limited, I felt, what I could say to them.

Q. Well, let's presume it's the district's position that you should not have gotten on the bus or demanded the pants in any -- in any regard, is there anything wrong with that?

A. It's wrong to not tell me ahead of time that -- that when you have any issue with, you know, a student on a bus and they've already gotten on the bus, you know, if the policy of the district was don't get on a bus once all the students are on, then -- then that would be fine. I always adhere to school policies.

Q. Right.

A. But there is no policy like that. The policy, in fact, is exactly the opposite. It's quite clear that -- that on -- on school campus and on a bus, the principal or program director has complete disciplinary authority to hold buses to make sure it's safe and secure, to be able to communicate clearly with students. So I was following the

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policy. It would be -- it would be absolutely fine to me if the District had had a different policy.

Q. Well, sir, we both have daughters. I can tell you that if my daughter was on a school bus and an adult male in a supervisory position came on the bus and demanded that she surrender her pants in any regard, as a -- as a -- as a father and a parent, I'd be livid. Do you understand how the school district might find that to have been poor judgment?

A. I do not, no.

Q. Okay. If you don't, you don't.

A. No. And for a very clear reason. I'm also guessing that as a parent you would feel like a student who -- who came to school out of dress code, who used profanity and did all sorts of other egregious disciplinary code violations and promised to give back the pants before she got on the bus and at the end of the day before leaving school, would have -- that you would feel as a parent that the administrator would have been irresponsible to not follow up with the agreement that they -- they had.

Q. Well, Dr. Halevi, I don't want -- this is going to -- I don't want this to sound rude, and I'm happy to answer your question. Ordinarily I don't answer questions because people like your lawyer don't want

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me to, but I'm happy to do it if you want me to.

A. I -- I wasn't aware that -- did I ask a question?

Q. Yeah. I think you said that you would expect and I'm happy to explain --

A. Oh.

Q. -- that at length, but I -- I --

A. No. I -- I didn't --

Q. -- ordinarily. I --

A. -- I tried not to word it as a question.

Q. Okay.

A. I -- I was --

Q. Then --

A. -- it was more of a statement to answer your statement.

Q. -- then we'll leave it.

A. Right. You were being quite judgmental about my behavior and I guess I was just trying to answer your -- your judgment.

Q. You're -- you're right. I was, and we'll leave it at that.

A. Okay.

MR. MATTHEWS: Okay. It's around 2:30. Let's all take about five minutes and we'll get back at it.

(OFF the Record from 2:22 p.m. until 2:29 p.m.)

BY MR. MATTHEWS:

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Q. Okay. Let's flip back to your Exhibit 1 which is the complaint. When we last left, we were talking about the defamation claim and you asked for future lost wages, future benefits. How are those two items related to defamation? Did you -- are you alleging that because you weren't fired, what types of future wages or future benefits are you claiming as to your defamation claim?

A. Well, I would assume, and I'd have a reason to assume because I had just been given a contract nine days before this incident, that I would continue to be an administrator in the school district for -- probably for the next six or seven years until I reached retirement.

Q. Okay.

A. So I -- because I -- the district seemed to determine that they didn't want to serve -- they didn't want to have me as an administrator, I believe that my ability to get an administrative position here or anywhere else was simply a -- was caused by the district's actions. And if the district actions caused that, then, to me, the difference between what I would have made, in the $95,000 to $100,000 range, and what I could have made as a teacher, even though that -- even though

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serving as a teacher itself was compromised, as I talked about earlier, was roughly $30,000 to $35,000 a year. So, to me, it was just a mathematical equation about how many years left I have until the earliest possible retirement multiplied by the amount of -- the difference between an administrative salary and a teacher salary, resulting -- those were the lost wages that were the result of this specific defamation.

Q. Okay. Well, sir, here's -- here's where I'm having trouble understanding and I want you to straighten -- set me straight. You've alleged certain conduct, today and in interrogatory number 11, as what you believe to be defamatory conduct. Did any of that conduct force you to take your job in Israel?

A. It certainly influenced my -- my decision that my ability to teach within the school district or within the state was so compromised that I could not continue. And if I did continue, it was going to be more of the same of what I experienced that year in which students were aware that they could manipulate any type of disciplinary situation and that I was simply not able to discipline or -- or run my class effectively like other teachers.

Q. Did anyone in the district tell you that you were

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not welcome to work there anymore?

A. They didn't. But I -- but that -- they might -- they might have but I wasn't evaluated that year so it's hard to know what they were thinking. I do know that they -- when they gave me a teacher contract, they were saying that I was not welcome to be an administrator there.

Q. Okay. And -- well, but they were welcoming you by offering you a contract to remain as a teacher, is that correct?

A. They were willing. I don't know -- I don't know about welcoming.

Q. So if you had wanted to remain as a teacher in the district, you could have?

A. If I wanted to remain as a teacher in the compromised position that I was as a teacher in the district, as a contractual matter, I could have.

Q. Okay. Have you been any psychologists or physicians or counselors for any emotional distress related to any of the claims you have made in this lawsuit?

A. No.

Q. Have you been prescribed any medications related to any injury that you've sustained as a result of any action related to this lawsuit?

A. No.

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Q. Okay. If you'll look at the interrogatories, you make this statement, this is in response to interrogatory number 15, it's on the bottom of page eight.

A. Bottom of page eight. Okay. And Number 8, page eight?

Q. Yes, sir.

A. Okay.

Q. At the bottom of the page.

A. Yes.

Q. We asked you to list by name, address and phone number all counselors, physicians, doctors, other medical, physiological, sorry, psychological or psychiatric advisors from which you have sought treatment, or physical, medical and/or emotional injuries or illnesses related to the allegations in the plaintiff's complaint. And you say you'll provide us with this information after a confidentiality order is in place. I understand from your answer that you've seen none of these people.

A. Correct. I do not see any counselor as a result of -- of -- of anything in the complaint.

Q. And you have not?

A. I have not.

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Q. Okay. Do you have any plans to?
A. I do not.
Q. Okay. Well, that makes it easy. And if you'll look at interrogatory number 14. I think I know the answer to this question now, but it asks you to identify all prescriptions, medications, the name, address and physician prescribing each such medication for which plaintiff has received a prescription from January 1, 2016, to present. I take it from your answer that you've been prescribed no such medication as a result of any allegation you have made for damages in this lawsuit.
A. Correct.
Q. Okay. So the proper answer would be just "none"?
A. None.
Q. All right. Got it. If you'll look at interrogatory number 13, it asks you to identify any evidence supporting your allegation that the district failed to properly investigate the bus incident as you've alleged in paragraph 98 of your complaint. Other than what you've told me today, is there any other evidence you intend to rely on to support that allegation?
A. Not that I'm aware of.
Q. Okay. One of the things that I wondered about, are

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you seeking reinstatement?
A. I'm -- I'm eager to be reinstated at some point in the future.
Q. To what?
A. To an administrative position.
Q. Like what?
A. To a school-based administrative position.
Q. Well, my brother is a principal at Camden High School.
A. Uh-huh.
Q. He's the principal at Camden High School. Before he was that, he was assistant principal and then a principal at the middle school and, you know, there are all sorts of administrative positions at schools. Are you looking for a -- do you want to be reinstated to anything specific?
A. Depending on whether Clark exists how it exists. I would -- I would like to be back at Clark. I would like to be back at any school where my experience working with students in lower socioeconomic conditions is -- that's my expertise and my experience. So, yes, I would like to be reinstated in a school-based administrative position that -- that matches my experience.
Q. Okay. Why do you believe -- I think earlier you

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rectified that you thought your -- your opportunity to teach or work as a teacher in the district was compromised because of, you know, the -- the stories that were in the press about your conduct. Why would your opportunity to work as an administrator be any different?
A. I -- I assume, perhaps incorrectly from your question, that a reinstatement would involve a very clear statement by the school district at some point in some sort of public way that -- that my position -- my experience working with students is -- is -- is a great match for a fit and that what happened earlier was the result of a misunderstanding on the part of the -- the district.
Q. Then actually, sir, let me be more clear than I was.
A. Okay.
Q. Which is my fault, not yours. When I asked if you were seeking reinstatement, reinstatement is sometimes an element of damage or a remedy that a court would place upon the parties. If they're -- if you -- if -- if you were to win at trial and that a victory would survive appeal, sometimes a court would fashion as a remedy reinstatement.
A. Uh-huh.
Q. Is reinstatement something you're seeking as a

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remedy in this lawsuit?
A. Yes, I'm open to reinstatement.
Q. Well, I hear you say that but -- but my question is as I'm reading your complaint, it mentions actual and consequential damages, it mentions some other things, but it doesn't really reference the term "reinstatement," which is why I'm asking you now. Do you want the court to direct the school district to reinstate you to a position in the school district?
A. So that answer is a qualified yes.
Q. Okay.
A. So, yes, I would like it to be -- I'd like to be reinstated, but I'd like to be reinstated with the understanding that I did not do anything wrong in this previous -- this previous situation and that I have the full support of the school district. I don't want to be reinstated and have the district continuing to say somehow that I did something wrong. So I presume if I -- if that was a remedy of the court, that the court would say that the, and perhaps I'm incorrect in making that assumption, that the district handled this incorrectly, they handled this -- and, therefore, you're reinstated, yes. So, therefore, I would be able to say yes, you

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know, I lost my position based upon the District's negligence or bullying or whatever, therefore, reinstatement makes a lot of sense to me. But the district, short of some sort of clear statement that I didn't do anything right (sic), I feel like I'm in the same position as I was teaching which is the reason why I left, which is I feel utterly compromised based upon the district's actions.

Q. Okay. Prior to going to Israel, did you try to seek employment in other school districts in South Carolina?

A. No.

Q. Why not?

A. Well, I informally surveyed my administrative friends, and remember, I was a principal and an administrator for nine years in the district, and I simply asked them if you're the principal and you are -- and you are hiring a teacher or an assistant principal, given the newspaper coverage and the way the district handled the situation, would you hire me? And each person said, "Andrew, I know you. There's no question that I would hire you. There's also no question that my boss would never allow me to hire you. So if it were up to me, I would hire you."

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Q. So this was -- these were friends from other school districts?

A. No, these were friends from the Charleston County School District.

Q. I see. And this was for another administrative position?

A. I just asked -- I just asked them, in general, would you hire me as an assistant principal, would you hire me, and they said, "I would absolutely hire you but there's no way that the -- that -- that I -- that that would -- the district would allow you to do that -- allow me to do that."

Q. Have you ever -- I'm sorry. I didn't mean to cut you off.

A. No, I'm finished, I'm sorry.

Q. No, no, the apology is mine. Did you -- so was there a reason you never sought employment from other school districts or in other school districts?

A. I did not seek employment in other school districts based upon that information, number one; and number two was that it's -- I simply don't want to travel to, you know -- to -- you know, to another job. It just --

Q. Dr. Halevi, I don't mean to cut you off, but you know how ironic that answer is. You're -- I mean

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you're traveling right now across the world to --

A. Yeah. And you can't imagine how difficult it is,

Q. -- another job. So I imagine it would be easier to travel, I don't know, to Pickens than to Israel.

A. Yeah, to me, the irony actually reflects how passionately I feel that what was done to me here in the school district simply -- simply will not allow me to be employed in a way that's not compromised in South Carolina and probably beyond South Carolina. Someone who doesn't know me, all they need to do is Google me and the first things that show up are principal, panties, suspension, removal. Those things -- those things are not like, in my experience, they're not really conducive to getting a job.

Q. How about being sued by Ms. Hamilton, by Erica, does that -- I'm sure that's not helpful either?

A. That I don't -- I don't know whether that's helpful. I don't know many administrators that at some point don't get sued.

Q. Well, but you were mentioning the nature of the events that you were a part of and as you mentioned some which may be salacious, a young lady, you know giving you her pants in her panties, that sort of thing, that's also -- that -- I'm defending the

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District in that case brought by Ms. Hamilton that that -- those are the allegations that surround, you know, that claim --

A. Uh-huh.

Q. -- against both you and the District.

A. Uh-huh.

Q. That also -- I mean, that's nothing that -- I can assure you that's nothing that the district wanted to occur, but yet that's also very much in the public eye. Wouldn't that also be a source of consternation for you just because of the simple nature of the events that happened and -- and their salacious nature?

A. All I can answer is that nobody wants to be sued as far as I know. I certainly don't want to be --

Q. True.

A. I certainly don't want to be sued, but I feel very, very strongly that I acted responsibly, that I acted professionally. I believe that the state has already affirmed that I acted professionally and responsibly, and I am quite eager and open to testifying in any case that -- of that.

Q. All right. Now, your -- other than -- I think I understood your answer to be that if the court ordered reinstatement, that's a remedy that you want

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or not?
A. That's a remedy that I would be open to, yes.
Q. Okay. And other than money and/or reinstatement, I also see a request here for attorney's fees. Is there any other type of damage you are trying to seek money for?
A. Seek money for?
Q. Right.
A. I'm not sure I understand your question.
Q. Well, let me -- I'm going to -- I'm not trying to hide the ball here.
A. No, it's okay.
Q. But in -- in your -- your answer to -- I want you to have it at hand, it's on page six of Exhibit 8, we ask you --
A. Six of Number 8? Okay.
Q. Of Exhibit 8.
A. Yes. Okay. Page six.
Q. And on page six --
A. Yes.
Q. -- to throw more numbers at it, it's response to interrogatory number seven --
A. Okay.
Q. -- we ask you to itemize the damages that you're seeking. One of the reasons I asked about other

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school districts in South Carolina is you've made a claim based on retirement. Can we agree that if you had sought employment in the state of South Carolina that would have helped your retirement?
A. Yes.
Q. Can we agree that if you would have taken the position that was offered to you by the district, that would also have been counted towards your retirement?
A. Yes.
Q. Okay.
A. Less so, but yes.
Q. But it certainly would have been -- and I believe that teachers can retire with 28 years experience?
A. I believe so.
Q. Okay. And did you have 28 years at -- of retirement, state retirement credit?
A. I think it was 22. I would need to check that. It's -- I think 22 is the right number.
Q. Okay. Well, if I recall our earlier discussion, you indicated that you had worked for other school districts.
A. Yes, two years -- I'm sorry, was that a question?
Q. It's -- well, it's kind of a statement that wants to be a question.

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A. Oh, okay. So, yes, I worked for one year in the East Casper School District in Mississippi and another year in, I'm not sure what the other school district was in Mississippi, those do not count towards my retirement. It does count towards my years of experience, but actually it's not part of the South Carolina Retirement System.
Q. Well, actually, I do know a good about the South Carolina Retirement System.
A. Okay.
Q. I've worked with the state a good bit. And you actually can purchase credit for prior public service, even in other states. I'm not your lawyer but I encourage you to look into that. You might be -- you might be retirement eligible.
A. Okay. Thank you.
Q. It also might make -- let's go off the record for this.

(Off the Record Discussion)

BY MR. MATTHEWS:
Q. If you look at page six of the interrogatory number nine, we asked you to list your sources of income since July 1, 2017.
A. Oh, I'm sorry, not Exhibit Number 9, interrogatory number nine --

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Q. Correct. Right.
A. -- on page six. I apologize.
Q. Not a problem.
A. Number nine. Okay.
Q. Okay. Here's what your -- of course, you can read your answer and it states you were -- that since July 1, 2017, your only source of income had been from teaching at the Jerusalem School of Arts.
A. Uh-huh.
Q. And we've talked about that.
A. Uh-huh.
Q. You also state you had part-time positions teaching English at Hebrew University in Jerusalem.
A. Uh-huh.
Q. Earning approximately $2,000 and worked with Avvatech making $3,600 per year. Could you tell me about that? What's your -- is the teaching position at Hebrew University, is that an adjunct position?
A. It is, yes.
Q. All right. And is it something that you have done more than once?
A. No, I've only done it once and --
Q. Do you intend to do it again?
A. I'm not -- I'm undecided about that.
Q. Okay. My, again, uneducated impression is that

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English teachers are in demand elsewhere in the world because English is, ironically, kind of a lingua franca.

A. Uh-huh.

Q. Is -- have you had other opportunities, other than university, the Hebrew University, being an adjunct English teacher?

A. There seemed to be quite a lot of opportunities for me in Israel.

Q. Bravo. And are they more lucrative than teaching at the School of Arts or less so?

A. Less so.

Q. Okay.

A. Less so, uh-huh.

Q. Okay. What is Avratech?

A. Avratech is a public/private partnership that tries to -- attempts to train, I'm going to just use a Hebrew word, Haredim, ultra Orthodox, the word for ultra-Orthodox in Hebrew is Haredim, those are the men with the side locks and the black hats and the long robes, train them in -- in coding jobs, computer coding. They -- just a tiny bit of background, I don't want to bore anybody, but they --

Q. No, I find that fascinating.

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A. Oh.

Q. You're not boring me at all.

A. -- they basically get an education that doesn't involve math, science, history and things like that. They study a lot of Jewish texts and a minimal amount of secular education and then don't work when they -- they don't go in the Army and then they don't work in Israel. Their wives end up often working as clerks and things like that. There is now a movement within Israel to -- to -- to train them in jobs that they are able to make a living at that don't compromise their religious beliefs, which in some ways really just means they're going to be working in an all male environment. So most English teachers in Israel are female, so as these positions proliferate, in terms of training these ultra-Orthodox men, people like me who are men and who are Orthodox are quite -- quite in demand in order to do this type of work.

Q. All right. Is it likely that you'll repeat your work with Avratech?

A. Yes. I'm in my second year of doing that.

Q. So when you say you're making $3,000 per year, is that pretty steady on?

A. Yeah, I assume it's steady. It's not -- it's not

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the type of work you do every day. It's really just a part-time job after my other work.

Q. More like an adjunct professor?

A. It's more of a -- it's more of like a part-time job. It's definitely not professional, but it's -- it's as a teacher. But is it as -- it's sort of the equivalent of being an adult ed teacher here.

Q. Right.

A. So the class might meet twice a week for two hours, so I might go on a Monday for two hours and a Thursday for two hours and --

Q. Be like teaching at Trident Tech?

A. Or more like -- yes, more -- yes, teaching -- yeah, okay, sure.

(Off the Record Discussion)

BY MR. MATTHEWS:

Q. So instead of -- is it fair to say that in the past two years, you've earned perhaps around $60,000 or equivalent?

A. Yes, fair to say.

Q. Per year?

A. I don't know the exact figure, but that sounds ballpark --

Q. Well, you're --

A. -- correct.

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Q. I know you're kind of doing a conversion rate for shekels to dollars --

A. Yes.

Q. -- but kind of the -- your best swipe on that --

A. Yeah.

Q. -- is around $60,000 per year?

A. I think that's -- that that's fair.

Q. Okay. Okay. While we're on the subject, just while it's handy, if you would turn to page two of these interrogatory responses.

A. Uh-huh.

Q. On your answer to number one, you have listed a number of witnesses and I'm going to ask you about some of them. Steve Liverani, was he a colleague of yours at -- at Clark Academy?

A. Yes, he was technically employed by a nonprofit organization called Communities in Schools and, however, he was assigned by contract with the school district to be a Communities in Schools counselor at Clark.

Q. Was he a social worker?

A. He does -- no, more of a student counselor.

Q. Uh-huh. Have you contacted him by phone?

A. I've contacted him by phone, yes.

Q. Okay. Do you have his phone number?

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A. I do have his phone number, yes.
Q. Can you provide it to us?
A. Yeah. It's okay to take out my phone?
Q. Actually, what I want to do is kind of at the end of this, when you're talking with Nancy, just provide the phone numbers of these people to Nancy and Nancy will get them to us.
A. Okay.
MR. MATTHEWS: Nancy, is that okay?
MS. BLOODWOOD: Yes, that's fine.
Q. Same question about Anita Huggins, who is she?
A. Anita Huggins was a, what they called, director which is a district level title position.
Q. Okay.
A. And at the time of this incident, she was the director of teacher equality in the school district. Later on, she was assigned to be an assistant principal at James Island Middle School. Now she's the new interim principal at Moultrie Middle School.
Q. Okay. What will she help us understand?
A. She will testify about Jennifer Coker saying that, based upon a letter that I wrote to The Post and Courier on May 2nd, I think it was published on May 4th, that things are going to go much worse for me in the district.

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Q. Okay. Forgive the nature of this question. I understand you said that she is to be contacted in care of us?
A. Yep.
Q. Is she still a --
A. She's in the district.
Q. Is she still an employee of ours?
A. Yes.
Q. Okay. Would Ms. Huggins be a good witness for any other matter that you believe is relevant to your lawsuit?
A. Not that I know of.
Q. Okay. Same set of questions for Jacob Perlmutter.
A. Perlmutter.
Q. Perlmutter, thank you. Other than speaking with him immediately after the bus incident, would he be eligible or able to tell us anything else about your lawsuit?
A. I think the only addition is that he could provide some context to -- to my level of expertise on -- within the district on disciplinary issues that --
Q. Okay.
A. And as I mentioned earlier, I was a hearing officer for the school district and I worked as Clark, which, although not technically a disciplinary

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school, has very severe disciplinary issues and that as a result, many administrators, not just Jake but others, would contact me when disciplinary issues happened at that their school for advice about how to handle things. So he could provide that context.
Q. All right. And he is currently the principal of Jerry Zucker Middle School?
A. Yes.
Q. Okay. Shannon Cook and Ryan Cumback, are they currently employees of the district?
A. Yes.
Q. Okay. And they are familiar with dress code issues at their respective schools?
A. They both had very challenging disciplinary issues that, while not exactly the same as mine, got significant media attention and -- and were handled very differently in a cooperative and collaborative way with the district.
Q. Okay. Did either of their incidents concern young women in -- in their underwear?
A. Actually, both incidents deal with young women and -- and dress code, skin, statements to them, things like that. Actually, both issues did.
Q. Okay. Do either involve them taking pants from a young lady?

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A. Not that I'm aware of.
Q. Okay. Jane Riley, which you've identified as the former -- or founder and former head of Communities in Schools?
A. Yes.
Q. Would she have any personal knowledge of your handling of the incident that involved Ms. Hamilton?
A. No.
Q. She would have knowledge of your handling of prior disciplinary issues?
A. She would have knowledge of my running of Clark Academy for -- for the entire time that I was there.
Q. And similarly to my other question, if you have her phone number, will you provide it to your lawyer?
A. Yes.
Q. So that she can provide it to us?
A. Yes.
Q. Perfect. LaChrisha LaSane?
A. LaChrisha LaSane, yes.
Q. Who is she?
A. Just a former student at Burke High School that I taught at Burke High School.
Q. She has no knowledge of incidents involving Ms. Hamilton?
A. No.

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Q. Emily Findley?
A. Uh-huh.
Q. And Dr. Wilson, Kenneth Wilson, are these persons -- Dr. Kenneth Wilson is at Dorchester 2?
A. Yes, as far as I know. The last I heard, he was at District 2.
Q. All right. Who is Emily Findley?
A. She was my former supervisor at the Office of Student Placement in the school district.
Q. All right. Do either of them have any firsthand knowledge of events at -- that involve Ms. Hamilton?
A. No.
Q. Okay. Let's go to -- back to Exhibit 1, the complaint. Your second cause of action, starting on page 13, is for a violation of due process of the state constitution under state law. Well, violation of due process under the state constitution and state law. Sir, understanding that you've not representing yourself, is there anything -- is there any factual matter you can point me to that would support your claim that you were denied due process or deprived of due process?
A. Other than what I've already discussed today?
Q. Right. And -- and let's -- let's reach a right understanding about what that is. You've told me at length about -- well, we've been through the -- the four steps of the grievance process that you've been through and that you found that their analysis of your -- of your claim is lacking, that you thought they had done a poor job of -- of reviewing what you -- your concerns that you brought forth in your grievance at each level; is that fair?
A. I think it would be more accurate to say that I don't believe that particularly in the first three cases that they did anything at all other than listen for the limited amount of time that I was in the grievance hearings. So not even sure that it has to do with analysis. I don't -- I'm not sure they did anything.
Q. Well, you thought that their -- their -- that they did not consider what you had to say?
A. Correct.
Q. Okay. And you draw that conclusion from reading their decisions, their written decisions, based on your -- your allegations?
A. Correct.
Q. Okay.
A. And the way the grievance was set up, which was I was allowed to speak but they -- they were not. They simply did not speak during the -- during the hearing, during the grievance meeting.
Q. Okay. Is there any other thing, any other evidence that you intend to point to to support your claim for due process, your second cause of action?
A. Other than what was discussed today --
Q. Right.
A. -- and what's in the cause of -- you call this a cause of action --
Q. Right.
A. -- what's -- what's in here, I'm not aware of any additional information.
Q. Okay. Were the damages that you're claiming here any different from the damages in your other claims?
A. Meaning I should get different levels of damages --
Q. No.
A. -- based on --
Q. No. I'm asking. You know, when you -- ordinarily, you are awarded damages on any claim that survives that a jury so finds. Is there any -- are you -- are you seeking anything different than the damages for your second cause of action that you are for your first or your third causes of action, to the extent of your knowledge?
A. To my knowledge, no.
Q. Okay. Okay. Exhibit 4, dated May 11, 2017, in the last paragraph, it says, "If you have questions or need clarification, please let me know. If you wish to appeal my decision with the board, consistent with board policies GBK and CFC, you may submit an appeal in writing to my attention within five calendar days of receipt of this letter." Did you do so?
A. Yes.
Q. Did you receive any response from the board?
A. That the board would not hear it.
Q. Did it explain why?
A. I don't remember.
Q. But you submitted an appeal and the board responded and that response to you was unsatisfactory?
A. A major part of the appeal was to talk -- the grievance, right from the beginning, was to talk about the inappropriate and perhaps illegal comments of Chris Collins that -- that had a severely negative impact on me. While I was able to at least present other parts of the grievance, I was never allowed to present about Chris Collins and that seems to me to be a -- I mean a complete failure on the part of the district to -- to engage.
Q. Okay. And did you appeal the underlying decision of Dr. Pentkowski to the board?

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A. I believe that was part of my appeal, yes.
Q. Okay. But again, you were dissatisfied with the board's response on that vote?
A. As I remember it, they simply rejected it out of hand; that they -- that they were not going to go any further with this grievance.
Q. Okay. And other than this lawsuit, did you seek -- well, did you seek any judicial review of that decision?
A. No, I believe after that decision was made, then the lawsuit was -- was -- as far as I knew, that was the only option was a lawsuit after the grievance process.
Q. Okay. But you didn't seek any judicial review of that decision by the -- by the board?
A. I -- I didn't even know that was an option.
Q. Okay. Well, then let's go on to -- were you grieving your reassignment? Since you were never terminated, was that what you were grieving?
A. I was grieving -- I believe it was clear in the grievance itself what I was grieving. So I would need to see the initial grievance.
Q. Well --
A. I think you gave that to me.
Q. Well, I don't want to make you guess.

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A. Yeah, this -- isn't this -- no.
Q. No.
A. Yes, okay. So, yeah. So here it's -- it's in writing here on the last page of -- of Exhibit 6.
Q. Okay. So you -- with respect, I don't -- your resolution is to ask the board of trustees to hear the case in executive session; to request a public statement acknowledging that you acted professionally, properly and in concert with all CCSD policies and procedures; request that employees responsible for the denial of your due process rights be disciplined, up to and including termination; and you request that Chris Collins be censured by the board of trustees for his actions in prejudicing your professional reputation. And you make that under the grievance policy, you would be entitled to any of those remedies?
A. At the time, the grievance policy was so sparse, I don't think it even outlined what -- what any possibilities even were.
Q. All right. So you -- you -- you neither -- you can neither admit nor deny, I guess, that you would be entitled to any of these remedies under a grievance?
A. No. In fact, part of the problem is that they -- in that when I did this, there was essentially no

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information about the grievance policy.
Q. Okay.
A. The only thing that I remember, there could be more, was that the district endeavor to resolve it in as speedily a way as possible, which ironically is the -- the very thing they didn't do.
Q. Okay. Now, your third cause of action is for a breach of covenant of good faith and fair dealing, and that's on page 14 of your complaint --
A. Uh-huh.
Q. -- which is Exhibit 1.
A. Okay.
Q. And I'll ask you to take a look at paragraph 96. I the -- you said you entered into a continuing contract to be an administrator with Defendant CCSD each school year. And the last employment contract you signed as an administrator was for '15 -- the '15-'16 academic year. Is that right?
A. Yes.
Q. Okay. And then you signed a subsequent contract -- I'm going to hand this to your lawyer.
A. Actually, I'm not sure this is correct. The last contract I signed was for the '16-'17 school year.
Q. Well, let me hand this to you as an --
A. Uh-huh.

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Q. -- and let's go ahead and mark this an exhibit.. This is Exhibit 10.
(Defendant's Exhibit Number 10 was marked for identification purposes.)
Q. Was that the last contract you signed?
A. Yes.
Q. And is that the contract that under which you taught at Stall?
A. Correct.
Q. Okay. And it's under this contract that you understood you were teaching at Stall?
A. Er, it was under this contract that I assumed and was told that I was teaching at Septima P. Clark. I mean, I was --
Q. Oh, right, because --
A. -- an administrator at Clark.
Q. -- this was the week before the incident?
A. Correct.
Q. Okay. Got it. And this is the --
MR. MATTHEWS: Let's do this as Number 11.
(Defendant's Exhibit Number 11 was marked for identification purposes.)
MS. BLOODGOOD: Eleven?
MR. MATTHEWS: Yeah.
Q. This letter from July 28, 2016, is the letter by

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which you were going to continue to work at the district as a teacher?

A. That was not the purpose of the meeting, but at the end of the meeting I asked for clarification about my employment. The purpose of the meeting on -- on July 26th was quite different.

Q. Well, here's what the letter says. "When you met with Executive Director Michele English-Watson and me," this is Terri Nichols --

A. Uh-huh.

Q. -- writing this letter, "on July 25, 2016, you shared you were open to a teaching position." Is that true?

A. That was the end of the meeting, yes.

Q. Okay. "You also shared concerns that your skillset might not match every open position the district currently has and you asked you be allowed to have some level of input in your assignment." Did you make that request?

A. Yes.

Q. "In a telephone conversation that afternoon, I offered you a position at Stall High School as an English language arts teacher. You contacted me later to accept that position." Is that true?

A. That is true.

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Q. Okay. It indicated you may be assigned additional duties on non-instructional days when the 240-day administrator -- when 240-day administrators are expected to work. Did that occur?

A. I -- I cannot remember whether I was asked to do extra duties or not. I certainly would have if I had been asked.

Q. Did you use -- I mean this gives you the option of using accrued leave on non-instructional days. Did you use that leave?

A. It's possible. I don't -- I don't recall.

Q. All right. All right. I just -- I'm not going to ask you any questions about it, I just want to identify --

COURT REPORTER: That's 12.

(Defendant's Exhibit Number 12 was marked for identification purposes.)

Q. Identify -- this is the letter that you sent to Ms. Boatwright on May 9th. And like I said, I just want you to identify that as -- as the actual letter that you sent.

A. Yes, this is the letter that I sent.

Q. All right. When you state -- getting back to your third cause of action, when you state that there's a contract of employment that was breached, which

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contract of employment are you referencing?

A. As an administrator. It's an administrative contract and my understanding was that I would be working, as the contract stipulates, at Clark as the program director.

Q. Okay. That's Exhibit 10?

A. That is Exhibit 10.

Q. Okay. So the contract you believe was breached is Exhibit 10?

A. Yes.

Q. Okay. And the way that you believe the contract, Exhibit 10, was breached was detailed in paragraph 98?

A. Yes.

Q. Okay. Is there any other reason you believe that the district breached its contract?

A. Not that I'm aware of.

Q. Okay. You mentioned that you're seeking actual and consequential damages for the district's breach of the covenant of good faith and fair dealing. Anything other than what you're seeking with regard to your other causes of action?

A. Not that I'm aware of.

Q. Okay.

A. I'm sorry, I just want to go back to one thing about your previous question --

Q. Sure.

A. -- which is my breach of contract. I also was not evaluated that last year, either as an administrator or as a teacher, which of course can -- is the responsibility of the school district and has a negative impact on me.

Q. How does it have a negative impact?

A. Because I simply have no essential record of whether I was good, bad or indifferent in any way during that year.

Q. How has that damaged you?

A. Well, certainly it, you know, when I hoped to get another administrative job, to not be able to say that I had positive reviews or things like that, as I had had in my other years, and so far as I know had, could -- could potentially be harmful.

Q. Has it harmed you in any way?

A. Well, I haven't -- I haven't sought an administrative position since then.

Q. Okay. So as of right now, it hasn't hurt you?

A. As of right now, no.

Q. Okay. Well, of course, you didn't work as an administrator in 2016-17. Did you want to be evaluated as a teacher?

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A. Well, that's actually the problematic aspect of the way the district set this up was they were paying me as an administrator, under contract as an administrator, but having me teach and then saying in this letter that I should also do these other responsibilities and all of this was confusing to everybody involved. In fact, I had to go back to the district and say that I did not feel comfortable with this idea that you're holding out these extra days that I should be working. Who's responsible for that? Is it my immediate administrator, first Kim Wilson, or Ryan Cumback? Or can somebody from the district office simply call and say, "Oh, by the way, you're under an administrative contract even though you're teaching and you need -- you need to show up on such and such a day in such and such a building to do this"? And so that was part of the overall confusion of -- of what they established.

Q. Well, sir, the fact that the school district offered you a job and did not terminate your employment, wouldn't that indicate to you that they were satisfied with your performance?

A. No.

Q. Did you believe that to be indication they were dissatisfied with your performance?

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A. When I was not -- when I was not reassigned to a position from April 22nd until the letter that you just gave me, which is --

Q. July 28th.

A. -- July -- the meeting July 28th, I think the letter came on July 28th --

Q. Right.

A. -- I had no communication from the district whatsoever about my employment. Based upon that silence, I had every reason to think that they were unsatisfied with my employment.

Q. Well, we do know that they were dissatisfied with your handling of the April 26 -- April 22, 2016, incident, correct? We know that.

A. Well, we know based upon an improper and incomplete and false investigation, yes, we know that.

Q. Right. So however we characterize that investigation, we do know that the district, for whatever reason, was dissatisfied with your handling of that incident, whether they were right or wrong. Is it fair to say that they were perfectly happy with the way you conducted yourself in 2016-2017, in that academic year?

A. I -- I wouldn't know because I wasn't evaluated.

Q. Okay. Did anyone ever tell you that they were dissatisfied with the job you were doing at Stall?

A. Nobody told me that.

Q. Okay. Did anybody ever reprimand you or discipline you in that school year?

A. No, they did not.

Q. Okay. Did you ever get into an incident that you felt needed to be -- was indicative of poor performance on your part?

A. No.

Q. Did you -- did you believe that you were doing a fine job as a teacher during that --

A. Yes.

Q. -- during that academic year?

A. Yes.

Q. Okay. And, in fact, the school district offered you a teaching contract for the 2017-2018 school year?

A. Correct. But they did not offer me an administrative contract.

Q. Right. They offered you instead a teaching contract.

A. Which is a demotion. So based upon that, I -- I concluded that they were unsatisfied with my performance.

Q. As an administrator but not as a teacher, is that fair?

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A. They were required to give me a teaching contract. So I don't know whether they were satisfied or unsatisfied with it. I got no formal or informal evaluations.

Q. Well, you did get the letter, or the correspondence in 2016 indicating that they were, for reasons that you disagree with, that they were dissatisfied with your performance as an administrator?

A. Yes.

Q. Okay. So that was no secret to you?

A. That was no secret to me, yes. However --

Q. And in 2017, as of May 2017, you were aware of what the superintendent's opinions were of your handling of that incident, correct?

A. Yes, that she did not -- that she changed her mind -

Q. Right.

A. -- on two issues but not on a third issue, correct.

Q. Correct. Which she thought was grave enough to sustain the initial decision for reassignment, correct?

A. I've come to that conclusion that what was -- that that was her conclusion.

Q. Okay. So when you left for Laurel, you knew that you could have remained at the CCSD in the status of

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a teacher making around $62,000 a year?
A. Yes, as a compromised teacher, yes.
Q. If the school district offered you a teaching contract of the same type that they offered you in 2017, would you accept it?
A. There would need to be a very clear statement from the district regarding -- regarding their handling of this incident.
Q. Okay. But in terms of the answer to my question, and this is going to be a yes/no question, I think you've already explained the conditions under which you would agree, but if it was simply a "We would love for you to teach for us; you're going to make $62,000 a year, or whatever our current, you know, pay scale for your experience and background in education, you know, you'll make what you make, which is over $60,000 a year; we'd love to have you; let us know if you're interested," you would not be willing to come back under those circumstances; is that right?
A. I can't imagine the -- that I could come back under those circumstances without additional conversations about this incident.
Q. Okay. What other demands would you have?
A. My -- my demand has been quite clear from the very

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beginning, that they correct the record on what I did and, like the state's conclusion, say that I did nothing unprofessional and that I did not -- that I did not show bad judgment. They have -- they recognize that the investigation that they conducted was incomplete and, at times, false. And that given the opportunity to correct that record, they did not.
Q. Okay. Anything else?
A. Not that I can think of.
Q. Okay. Dr. Halevi, very often when I'm deposing somebody, at the end of the deposition they'll wonder aloud why I didn't ask them about a certain subject. And it struck me that it would probably be a good idea to ask deponents before I conclude the deposition, is there anything that I didn't ask you that you -- you think I really should have? Is there something -- and if the answer's no, nothing, that's fine. But -- but are you surprised that didn't ask you about a particular topic or subject or didn't ask a certain question of you?
A. Well, first of all, thank you for the opportunity to do that. Let me think.
Q. Take as long as you'd like.
A. No.

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Q. Okay. Well, if -- if something hits you over the next couple of minutes, just speak up and we'll reconvene --
A. Thank you.
Q. -- before you leave. I did have a few other questions just related to your future plans. Regardless of what happens in this lawsuit, is it currently your intent to remain teaching in Israel until further notice?
A. I don't know until further notice. My immediate plan this year is to return. I --
Q. For the 2019-2020 school year?
A. Yes, that's my immediate plan.
Q. Does your school -- when you mentioned before, when you were describing the school, you mentioned you were on a continuous contract. Could you help me understand that a little bit better? Because I do employment law in the United States but not in Israel. And -- do you have like a -- is there a way of doing business that until you could be removed for cause you're going to continue to teach there?
A. So I -- I know this is a little bit surprising, but I'm not sure. I understand the system much better than what you've just described.
Q. I certainly -- I'm willing to bet you understand it

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infinitely better than I do.
A. I had to complete what's called a stage, which I'm not sure is even a Hebrew word. It may be some sort of European word, which is the equivalent an internship or a training. After 10 years of experience teaching and being an administrator, I've had to go through a lot of paperwork and things like that and -- and classes for -- being treated like a new teacher in Israel, which has been a mixture of humiliating and difficult.

My understanding is that I need to teach successfully there for several years before I get into a status of being on a continuing contract. I don't believe that I'm on that status now, but I'm not completely sure. I've completed two years. I think that I need to complete either a total of three years or two years after my stage year. So I'm not sure whether that continuing contract kicks in at the end of next year or at the end of the following year. That said, I do not feel insecure in my job, regardless of what my status is in terms of having a continuing contract or not.
Q. Okay. Well, sir, let me ask the question like this. You'll be 54 at the end of -- well --
A. Fifty -- I'm about to turn 53.

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Q. So you'll be 53 at the end of the next academic year?
A. Actually, next month. Uh, yes, I will still be 53 at the end of next academic year.
Q. At the end of next academic year. And let's presume that you -- you follow through with your plan to teach at the Jerusalem School for the Arts for another year. Do you have a plan beyond that year about what you would like to do?
A. I don't, because the decision to take this position in Israel had very significant consequences on my family life.
Q. Right.
A. Our family now is split. My daughter -- I'm married and it hasn't resulted in a divorce. But my daughter is 21 years old, I've now spent the last --
Q. I'm sorry, did you indicate you're divorced?
A. No, I'm not divorced.
Q. Thank goodness.
A. No. My 21 year old daughter remains in the United States. My wife is going back and forth, a month here, a month there, roughly. I'm in Israel essentially for nine months, nine and a half months out of the school year with my 16 and a half year old. So it's had dramatic impact on my family life.

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what happened in the district and how -- and how -- and how that's influenced the decisions that I've had to make or felt that I've had to make going forward.
Q. Okay.
A. So my plan is to continue doing that, but there's all sorts of things that could change that; the health of my parents that are elderly and live in Boston, anything that might happen with my daughter, anything that might force my wife to have to spend more time here. She's had to really restructure her -- her law practice in order to accommodate this crazy -- this crazy situation. So the plan is to be here at the end of this year, but there's lots of things that could interrupt that.
Q. When you say the plan is to do what?
A. To continue what we've done for the past two years, which is I will be in Israel teaching while Jill goes back and forth from her law office here to Jerusalem.
Q. If you could retire from state service in South Carolina now, would you do so?
A. Depending on the details, maybe. I certainly don't want to, you know, close off future opportunities. I'm 53, but, you know, what does that mean? Do I work for five years or for 15 more years? That, I don't know. Could I -- if I could retire at a full retirement? Yes, I -- I probably would.
Q. If in order to get that full retirement you had to work in another district in South Carolina, would you do so?
A. It would depend on the conditions in which I did; what the position would be, where it would be.
Q. Let me throw out an example. If you were working as a teacher in Berkeley County making 80 plus thousand dollars?
A. It's a possibility. I can't say.
Q. But you've not sought that possibility?
A. I have not sought that possibility for the reasons that I discussed earlier.
Q. That you felt you might be compromised?
A. Yes.
Q. Or your ability to teach might be compromised because of reports that have circulated widely about this incident?
A. Yes, based upon my experience that I was compromised, yes.
Q. Okay. I don't know if your lawyer -- she is entitled to ask you questions under oath. Sometimes lawyers choose not to. She may.

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MS. BLOODGOOD: I do have some.
MR. MATTHEWS: Okay.
THE WITNESS: Thank you.
COURT REPORTER: Could we take a quick bathroom break or --
MS. BLOODGOOD: Sure.
COURT REPORTER: -- if it's going to be fast --
MS. BLOODGOOD: No, that's fine.
COURT REPORTER: Okay. Thank you.
(Off the Record from 3:42 p.m. until 3:52 p.m.)

EXAMINATION

BY MS. BLOODGOOD:
Q. Okay. I have a few follow-up questions, Andrew. One of the questions that you were asked used this phrase, and I -- I know it wasn't in a derogatory manner but I think it really clearly shows the problem you've been having with how the district handled this case, where you were taking pants from a young lady. You never took pants from a young lady, did you?
A. No.
Q. So I think it's important that you describe the culture at Clark, what you did, your experience handling difficult students and what that day was like from the beginning to the end with Erica to --

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so give context to your stopping the bus that day: would you do that?

A. Sure. So Clark was technically a school for overage and credit deficient students. Credit deficient meaning that you get a high school diploma in several different ways but one of the most important is that you accumulate a certain number of credits and a certain number of credits in various areas. So -- so students came to us way behind in credits and -- but still hopeful that they could get a high school diploma as a result, so we took them. And what made the students credit deficient were a whole wide variety of reasons, from poor attendance to poor discipline to -- to failures to a combination of all of those things; mental health issues, pregnancy, back and forth because they've moving, all sorts of things.

So the program is actually quite small, only -- it ranged year to year from about 110 to about 140 students. But all -- almost all the students had very significant issues and -- and on a day-to-day basis, you wouldn't know when they walked in how, you know, what those issues were. So we set up collaboratively with the school -- I was the only administrator, and there were 16 teachers and a few

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different support people -- a variety of support systems and screening mechanisms so when the students came in in the morning, we could do our best to help the student be successful during that day.

So on the day in question, I was standing in the morning waiting for the buses to arrive and I'm screening students as they come in. I screened them for a variety of things; what seemed to be their body language, what were they wearing, did they appear hungry, did they appear angry, were they -- were they gossiping about, you know, another student, what were they doing. You know, on any -- on any given day out of the 107 students that might show up, 15 or 20 just right from the initial screening as they walk into the building might need some support. So on that morning, Erica was one of several students who came in with a dress code issue, but there were other issues as well. We try our best to stop the student actually before they enter, but we're not going to physically prevent them from entering. We have really no way of doing that. So when I tried to stop Erica to just mention to her that she needed to put on, you know, clothing which is something she'd had to do on several

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different occasions, she just blew right by me and ignored my request and things like that. So that was at about 7:10 in the morning.

All students are required to go into the cafeteria right after, so I knew I was going to have another shot at her before she actually went to her classes, you know, that day. And because of my experience, I knew that there was no reason to get into a confrontation with her, you know, right as she entered the building. Also, when we got into the cafeteria, there are other people, guidance counselors, Steve Liverani, the communities in school counselor, and a female school counselor, that might have more success than I would encouraging Erica to -- to comply with the dress code. However, when the bell rang to go to first period, Erica again didn't comply with my request to stay in the cafeteria, she went to class. So already now we're dealing with multiple problems.

And -- and she, while I think when she came off the bus, she wasn't the number one problem that I was concerned about, but a dress code is actually relatively small. It needs to be addressed, but it's not something to make a big deal out of. But she had sort of through disobedience,

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lack of -- profanity, and failure to obey, they call it, which is basically just ignoring an administrator or adult's rules, she had already now elevated her status from relatively minor and easy to resolve to significant and then it only increased from there.

I did everything in my power that day, as I do on every day, in order to give students the opportunity to correct mistakes. So we -- we pulled her out of class, we brought her not into my office but into the support office with the female SRO, police officer, a female guidance counselor, myself, to hopefully talk her down from her elevated state, get her to put on the -- put on the pants so that she can go to class. She, again, was extremely agitated. At that point, I realize now I've had two or three shots at the apple, other people have had two or three shots now to try to talk her down, so that's when we contacted her parents to -- to -- so that she could talk to her parents, her mom in particular, to get her mom -- her mom was very clear on the phone talking to Erica that she needs to put those pants on and go to class. Erica was noncompliant with her mother.

And so it became a situation in which

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I'm trying to run a school with 120 students and Erica is occupying now all of my time, which by the way is not -- that's okay, you know, to have a student do that but at some point, as I -- as an administrator, you need to make a decision about how much more time, given the other responsibilities I have, I'm the only administrator on campus, I have to do teacher evaluations and respond to parent calls and other things, how much time I'm going to spend with the student. But I wanted to give her the time, so I put her in a classroom with a teacher that didn't have -- she was on her planning period, so that the teacher could do that and then I could deal with other tasks. And eventually she did -- there was a four-hour -- more than four-hour time period from the time she entered school to the time she put on her pants or put on the scrubs, for her to -- for her to eventually do the right thing.

So at that point, I'm moving on to other things, the school's busy, everything's happening. And at the end of the day, I have a student concern specialist, not the police officer but the non-administrative, non-instructional person, who kind of does a lot of these little things at the end of the day, collecting, you know, collecting clothing,

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giving out final referrals to students, you know, things like that. And I was really relying on him to just deal with the Erica issue and other issues. But he -- her noncompliance continued and that was the reason why, at the end of the day, I wanted to -- to -- to go back on the bus to give her, you know, a final opportunity at the end to kind of say, "This was a horrible day. Let me give you back the pants and let me -- I promise you I'll come back with my mother and I'm going to have a much better week," you know, at the end. So it was a sort of combination of many things.

And -- and that's when, you know, she did, in my mind, you know, the unthinkable and unpleasable, you know, taking off her pants and throwing it, you know, throwing it at me and -- and sort of sending a clear signal that even though you've come and tried to do this, I'm simply not going to be compliant.

Q. But what she was throwing at you were the scrubs?

A. Correct.

Q. Which were the school scrubs that she had --

A. Correct.

Q. -- used before?

A. Correct.

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Q. She knew she had to return them, she was refusing to return them and as far as you know, she was in the dress that she had shown up in without the scrubs?

A. Absolutely. The very first time it -- there was an awareness on my part that she was not wearing that was when I was standing next to the bus holding the scrubs and she put down the window and said, "I'm sitting in my panties." And literally I just said, "What are you talking about? You have the exact same thing you came to school on." And that's when other students or her or the bus driver, you know, it was very confusing, you know, said, "No, no, she's just sitting in a t-shirt."

And I immediately went into -- to, you know, mode to try to, you know, to try to correct, you know, the situation the most professional way possible. Send a female onto the bus, remove her, make sure that we spoke with the parent, make sure that before I left, this was -- it was very clear what the -- you know, that there was as much closure to this incident as possible so that on Monday, when Jennifer Coker came to the school, we were, you know, we had a clear understanding and --

Q. And that email that is supposedly your statement was an email that you wrote after this incident on a

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Friday --

A. Correct.

Q. -- evening?

A. No, Friday afternoon. And I had actually a very limited amount of time to do that because that afternoon happened to be the beginning of Passover. It was the first night of the Passover Seder. I'm now cut off from all electricity, emails, phone, everything, so I had to quickly do this and send it to Jennifer. She had already agreed to come in on Monday and that's why that statement was not as complete as -- as --

Q. It certainly was not a statement --

A. No.

Q. -- that you gave during an investigation?

A. No.

Q. In fact, the investigation only lasted three workdays, to your knowledge?

A. To my knowledge, I -- I don't even know what they did in order to constitute an investigation.

Q. Right, because you mentioned a John earlier; is it possible that the person who reported that you had -- things had been going wrong to the faculty and that he was there to fix them and he did that on the 27th, Wednesday, correct?

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A. Correct.
MR. MATTHEWS: I'm going to object to the form. Leading.
Q. Was his last name O'Connell?
A. Yes.
Q. Okay.
A. John O'Connell.
Q. And so three working -- you -- you had already -- someone was saying you had done things wrong to the faculty three days -- and at that point, had anyone contacted you saying, "We want -- we want the context, we want to know what happened that day"?
A. No.
Q. Had anyone contacted Erica?
A. I -- I -- that, I don't -- I do not know.
Q. And had anyone said to you, "You have all this experience disciplining students, why do you think you did this properly"?
A. No.
Q. Did anyone ask you for witnesses, like all of those other principals who come to you for discipline advice?
A. No.
Q. You had no opportunity, prior to the time you were replaced, to explain your actions and why you thought they were appropriate?

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A. No. And I specifically asked for them.
Q. And if -- you also testified it was -- some of the -- eventually, there were three items that, after the fact, you were accused of handling wrong to justify your being replaced with somebody. And two of those, you testified, factually, would have been very easy for someone to see they were incorrect. The third one, which is the incident on the bus, what were the facts that -- that the school did not know or should have known that would have changed this scenario from a man making a girl to take her pants off to a proper disciplinary response to a student?
A. To me, the district simply needs to look at its own student handbook for behavior to know that the building administrator, the principal, has the sole authority at the school level to determine what, within the code, what a disciplinary issue is or not. That includes, on a school -- in a school building, on a school bus. And, you know, the key facts were that I went onto a bus to, you know, to help a student make a good decision at the end of a very difficult day.
The district seems to have suggested all along that I never should have gotten on the bus,

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that somehow that was using bad judgment or some sort of judgment call. I don't know. But that -- that contradicts the very CCSD handbook, student handbook, and it contradicts -- I've worked at many schools. I've never been at a school in which a student concern specialist or an assistant principal or a principal does not have to get on a bus to deal with student disciplinary issues. These issues happen on a school -- in a school building and on a school bus. And, in fact, even at school bus stops these issues happen. And so the -- the suggestion somehow that my mere getting on the bus was somehow a problem defies -- defies both the policies of the district and defies the practices of the district, as well.
So I would want, you know, I would want to be perfectly clear that it's -- that getting on the bus and trying to have a discussion with a student off of the bus, not in front of other students, is not only -- is not only an acceptable practice but it's best practices. And to turn it around and act as if the mere presence, the mere act of getting on the bus, simply contradicts everything that the district communicates both in writing and in practice.

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Q. Prior to this incident, had you ever had a conversation with Dr. Postlewait that you had found disturbing?
A. Yes. Approximately a week before this incident, I was -- I was at a monthly principals meeting and I was sitting with 20-plus other principals in a building. I was sitting sort of towards the back while Dr. Postlewait was speaking in the morning. And so after the morning session was over, after lunch, we broke into what we call learning community meetings. So basically all the elementary school principals went for a meeting, all the middle school principals went to a meeting, and all the secondary principals went into a meeting.
And I was sitting in a meeting, everything was normal, and suddenly Dr. Postlewait enters the room but doesn't come sit down, she gets my attention, just made eye contact with me and said, "Can I speak with you?" And she came out and she brought me outside and she said, "Andrew, I noticed during the morning when I was speaking, you seemed very uncomfortable." And I said, "I'm sorry that you -- I'm sorry that I may have appeared that way. I wasn't uncomfortable at all. Why, you know, why do you feel that way?" And she said, "Well, you

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seemed to be fidgeting." I said, "As far as I know, I wasn't fidgeting and maybe the seat was uncomfortable, I'm not quite sure." And she said, "Well, okay. I noticed that I was talking about the Charleston Teacher Alliance when you were fidgeting and I know that you started the Charleston Teacher Alliance years ago and I just don't want you to be uncomfortable." And I said -- I -- I didn't even know how to respond. It seemed so strange and out of place that she was focusing on my sitting during a meeting that she had and, you know, just as one of 95 or 100 people sitting -- sitting. And then -- and then bringing up the Charleston Teacher Alliance, which, you know, I hadn't had any involvement with for ten years at that point, it seemed not only strange but really kind of uncomfortable and completely out of context.

Q. And what is the Teachers Alliance, the Charleston Teachers Alliance?

A. It was formed as a -- as a nonunion organization for teachers that would advocate for teacher issues. And when I became an administrator in 2007, I ceased all contact with them. But I -- I did found the organization. By the way, this was long before Dr. Postlewait entered the -- entered the school

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district, so.

Q. And after the incident, were you also aware that it was an uncle of Erica's on social media who was complaining about you?

A. Only after, on Sunday evening, because I was observing Passover. So for 48 hours I was not aware of anything that was happening in the world. And then on Sunday night, Jennifer Coker called me up and said -- and, you know, she said, "Things are blowing up on social media. The uncle -- an uncle is complaining and for that reason, we're going to -- we're going to put you on paid administrative leave for two days while we investigate."

At the time, I said -- I said to Jennifer, "Please do not do that. If you do that, that will -- that will make it appear as if I've done something wrong. When I just spoke with you on Friday afternoon, you agreed to come in to have this parent meeting. I don't know what has changed from Friday afternoon when we spoke to -- to tonight, but please let me come in and let's deal with this issue with the mom and with the student and you and me so that we can come to some sort of, you know, conclusion about how to move forward." I said, "But if you suspend me now or if you put me on

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administrative leave now, it will -- it will seriously send a message to the community that I've done something wrong before you can even conclude that I've done anything wrong."

Q. And then that administrative leave actually lasted for months?

A. Three and a half months. What turned out to be two days, which I was told at the beginning, lasted until July 28th.

Q. And during those three and a half months, the district took no steps to ask you, again, over, what happened that whole day, tell us why you did this, what's your theory of discipline, are there -- do we have any other principals who will support what you did on the bus; did you have any of those conversations?

A. Never once. And I asked to have those conversations. I, as I pointed out earlier, I sent letters to the superintendent. I sent letters to John Emerson. I sent letters to Erica Taylor. I sent letters asking for -- for the opportunity to respond, and to -- to, you know, to respond to this. And their issue, they kept responding by saying there is no appeal. There's nothing you can do.

Q. And the two teachers at Moultrie Middle and the

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School of the Arts, the two principals who also had discipline issues that were reported in the paper regarding dress code violations, to your knowledge, after the school district stepped up and said, "They didn't do anything wrong, they followed the policies," they never had their licenses threatened to be revoked by the Department of Education?

A. No, nor were they removed from their positions.

Q. Okay. And you testified holding buses is a common practice at Clark. Why is that?

A. Well, there's a variety of reasons. So the single biggest reason is we hold buses simply because students are not on the buses. So oftentimes, there's students in the bathroom, there's students changing, there are students that have to meet with the guidance counselor, there's students who need to do things. So just on a most basic level, we don't allow the buses to leave until everybody's on the bus. In a community high school, you can let buses leave because they could walk home, but Clark is -- serves the entire district and the students can't walk anywhere from Clark and so we have to hold the buses. But then there are a variety of other reasons that range from we need to give paperwork to students that didn't come by the main office, as

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requested, to get the paperwork and we need to make sure they get it to the far more serious issues which is at the end of the day we learn about a potential fight or a potential safety issue and -- and we need to go onto the buses. "We" generally meaning me. We need to go onto the buses to make a judgment about whether we can allow that bus to leave and feel -- feel that the bus driver has a safe environment to be able to -- to drive and that the kids will be safe.

We had a horrible incident a few years, or it could have been the year before but maybe two years before, in which students on -- from Clark, shut down the whole James Island Connector because of a fight on the bus that turned into rock throwing outside of the bus, which the bus had to stop with flashing lights on the James Island Connector. It shut down traffic for hours and resulted in terrible, terrible PR and things like that for -- for -- for both the district and for Clark. So it was a real issue that -- that came up very frequently being -- just being able to judge whether the atmosphere on the bus was conducive to getting all the students home safely.

Q. Okay. And then you said that you felt obliged to

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leave the school district when you were demoted and not continue to work as a teacher. Tell me more about why you felt that you could not continue to work as a teacher.

A. Sure. As I mentioned during this deposition earlier, the students were -- the students, faculty and I assume parents as well were aware that, based on the publicity, you know, from The Post & Courier and the lack of information from the district, that I was the person in charge when a student ended up on a bus just in her panties.

Q. And also from statements from Chris Collins?

A. Correct, statements from Chris Collins as well.

Q. John O'Connell?

A. Yes. Yep, Mr. O'Connell as well. So I was aware that, based on my experience, that I -- it was going to be very, very difficult for me to be an effective teacher in the same way that teachers -- in important ways that make teachers effective, which is handling the classroom management in a, you know, in a building, in your classroom, and being able to have open and honest conversations with students and parents if at any time they can just say, "What do you know, you're the guy who made, you know, a teacher -- a student sit on a bus in her panties?"

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And so because that had already happened and because I already knew from sitting in the faculty lounge at Stall that there were clearly people who -- people that I worked with that believed that based upon the media reports that I acted improperly, that it was not a -- it was a very difficult situation for me to be in and not a position that I or I would think anybody else would want to be in.

Q. Okay. And I think the question, and I wasn't sure of your answer, but I think the question was also asked to you if you had known that she had changed her clothes and had a t-shirt on and not her shirtdress, would you have wanted those pants to have been returned on the bus? I know you would have still wanted them at the school, but would you have wanted her to do that on the bus?

A. Absolutely not. I would never have wanted those pants. And, in fact, I was the one that insisted those pants get returned to her when she said she just wanted to ride home. You know, I said, "Absolutely not." I mean all my behavior indicates the exact opposite of -- that I wanted her to, you know, to be in that situation.

Q. And the other thing, and I think it's probably

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changed from when I was in high school, but it sounds like whenever you have to deal with a female student, you have another female present; is that true?

A. So administrators handle this very -- very differently. And we've had discussions about this at the district level. And I, based upon my own experience and my own professional standards, I treat it as I will never meet with a student unless a female staff member is -- is present or is close with an open door. So, for example, what I'm saying, I have an inner office, then I have a -- at Clark, I had an inner office, I would never bring a female student into that inner office without another female. Never. There was then a meeting, a small meeting room with a table much like this with -- with a door that went right to my secretary. So if I ever had to meet with a student, I would have the student sit -- that was -- that the secretary, the female secretary, could see and I would sit on the other side of the table. So I was never, in all of my years, present with a female student alone and that there wasn't a visual connection with a female staff member. I was absolutely vigilant.

And that's what makes -- that's, again,

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what makes this incident so deeply troubling to me is that the -- I have spent my entire career, because of my own professional ethics but also my religious observance and others, going out of my way to make sure that there was a high wall and a high level of standard when treating all students, male and female but particularly female. And then to have this impression left that I made a student sit on a bus with panties and then worse, like that somehow I, you know, that I -- that I enjoyed that, that somehow that happened.

(Brief Interruption)

A. So the idea, in particular, that there was something inappropriate with a female student is -- that -- that affects me in an even deeper way and really, you know, makes me deeply troubled.

Q. And, of course, Jennifer Coker had only been your supervisor before this incident for how long?

A. I don't know the official date when she took the position, but I believe it was in -- that she assumed the position in -- sometime in February. She'd never had any -- we were equals in the school district in terms of our professional status until -- so about two months before, in February, she took on this new position. And so the supervisors that

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I'd had previously, one for six years and another for one year, or even maybe even less than one year, I -- they were much more familiar with the school and the -- and all that, and Jennifer Coker simply wasn't.

MS. BLOODGOOD: I don't have any other questions.

MR. MATTHEWS: Nothing further.

(There being no further questions, the deposition concluded at 4:25 p.m.)

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CERTIFICATE

Be it known that I, Christine A. Cortright, do hereby certify that ANDREW HALEVI appeared before me and I took the foregoing deposition at the time and place aforesaid by means of stenomask with backup; that I was then and there a notary public in and for the State of South Carolina and that by virtue thereof, I was duly authorized to administer an oath; and that the witness was by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth.

I further certify that the foregoing transcript represents a true, accurate, and complete transcript of said deposition. This transcript may contain quoted material; said material is transcribed as read or quoted by the speaker.

I further certify that the witness was given an opportunity to read and correct said deposition and to subscribe the same. Should the signature of the witness not be affixed to the deposition, the witness shall not have availed himself/herself of the opportunity to sign or the signature has been waived.

I further certify that I am neither employed by nor related to any of the parties in this matter nor their counsel; nor do I have any interest, financial or otherwise, in the outcome of this action.

Witness my hand and seal this 22nd day of July, 2019.

Christine A. Cortright

Christine A. Cortright
Notary Public for South Carolina
My Commission Expires: 08/16/2026

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EXHIBIT 4

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Δ 2

2016

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County SCHOOL DISTRICT

May 3, 2016

Andrew HaLevi, Ph. D.
7 Wesson Avenue
Charleston, SC 29403

Dear Dr. HaLevi:

The purpose of this letter is to bring to a close an investigation into multiple issues that converged in a short period of time and that have collectively compromised the District's confidence in your ability to lead a school. These issues are as follows:

Gerrita Postlewait, Ed.D.
Superintendent of Schools

Michele English-Watson
Executive Director

Issue 1: Failure to manage contract issuance appropriately
You failed to ensure that the contract packet you were given on April 13, 2016, for Clark Academy was complete and included all documents needed for notifying certified employees of their status for the 2016-2017 school year. When a contract and a letter were found to be missing on April 15, you did not do your due diligence to ensure that the documents got in the employees' hands according to the deadline mandated by state code. It is the responsibility of school leaders to examine the contents of these packets and to make sure there is a document for each certified employee.

Issue 2: Failure to manage a dress code situation appropriately
On Friday, April 22, 2016, you failed to manage a situation surrounding a student's dress code violation appropriately. When the student, whose dress you perceived to be too short, did not return the pants you had loaned her to wear at school, you held her bus and insisted she return the pants on the spot. Although students reported to you that she did not have the dress she had worn to school in her possession at the time (she had traded it for another student's sweatshirt), you continued to hold the bus until she complied.

Your unwillingness to release the bus and the peer pressure resulting from being the reason her friends were being held forced the student to give you the pants. Once you were off the bus, she announced through an open window that she was sitting in her underwear and that you had forced her to be indecently exposed.

An investigation into this situation determined that you had multiple opportunities throughout the day to resolve the issue, but you remained inflexible to solutions other than that she wear the pants and, then, that she return them. Rather than doing your due diligence in gathering information about the situation, you appear to have assumed you knew all relevant details needed to conclude the situation. In addition, you have been resistant to accepting any responsibility for the outcome of the situation, refusing to see how your inflexibility and her distrust of you contributed to the unfortunate ending of the problem.

75 Calhoun St. • Charleston, SC 29401 • tel: (843)937-6325 • fax: (843)937-6326 • www.ccsdschools.com

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Issue 3: Failure to demonstrate sound leadership skills
The investigation into the dress code situation revealed systemic issues at Clark that appear to have their foundations in ineffective decisions you have made as a leader:

- Students are non-compliant and disobedient on a regular and even widespread basis.
- The lack of meaningful disciplinary consequences has produced an atmosphere that permits disrespect, profanity, and aggressive behavior.
- Student misconduct is addressed inconsistently, and referrals submitted by teachers are not followed up with disciplinary consequences.

These issues are exacerbated by your resistance to acknowledge any responsibility on your part for their existence. Furthermore, your seeming inability to reflect on these problems from a different perspective than your own erodes the District's trust in your willingness to learn any lessons from this situation, and there are many lessons to be learned here.

Therefore, I have decided not to return you to a school site for the remainder of this year. Be advised you are to have no other administrative activity connected with Clark Academy. Work assignments for you will be forthcoming. Additionally, I have not determined what role you may have in Charleston County School District for the 2016-2017 school year; that information will be shared with you once a decision is made.

You will remain on administrative leave until your work assignments are determined; they will be communicated to you as soon as possible. You are to continue to be available for recall to work at any time during the normal work day.

Sincerely,

Michele English-Watson
Executive Director

C: Jennifer S. Coker, Interim Director, Alternative Programs
William Briggman, Executive Director, Human Resources
Department of Employee Relations
Personnel File (c/o Krishinda Jenkins)

Received: _____ 5-4-16
Signature Date

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EXHIBIT 5

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County SCHOOL DISTRICT

May 11, 2017

Andrew HaLevi, Ph.D.
7 Wesson Avenue
Charleston, SC 29403

Gerrita Postlewait, Ed.D.
Superintendent of Schools

Board of Trustees

Kate Darby, Chair
245 Indigo Bay Circle
Mt. Pleasant, SC 29464

Rev. Dr. Eric Mack, Vice Chair
P.O. Box 33
Wadmalaw Island, SC 29487

Cindy Bohn Coats
4458 South Rhett Avenue
North Charleston, SC 29405

Rev. Chris Collins
75 Calhoun Street
Charleston, SC 29401

Todd P. Garrett
338 President Street
Charleston, SC 29403

Kevin Hollinshead
3783 Meeting Street
North Charleston, SC 29405

Priscilla Jeffery
75 Calhoun Street
Charleston, SC 29401

Michael Miller
75 Calhoun Street
Charleston, SC 29401

Chris Staubes
126 Seven Farms Drive, Suite 200
Charleston, SC 29492

Dear Dr. HaLevi:

I am writing to follow up your grievance conference with me on April 20, 2017.

You originally filed your grievance on August 29, 2016, and it has been reviewed and responded to by other District administrators at levels before that of the Superintendent. In your meeting with me, you stated that you believe District employees violated District policies in their investigation of your conduct in connection with the April 22, 2016, incident with a student at the Clark Academy, and you stated that the investigative report dated April 29, 2016, was inaccurate. The investigative report was based on a number of statements that members of the administration took in connection with the incident and included references to a written statement from you and a meeting with you.

I have now had an opportunity to review all documentation regarding the matter, including the summary of concerns you stated during our conference and the documents you provided. Based on all information I reviewed, I believe the heart of the matter is whether you exercised good judgment in your handling of the April 22, 2016, incident involving a female student in connection with a dress code matter. For the reasons stated below, I do not believe you exercised good judgment in your management of the matter. I have included below excerpts from two of your statements regarding the incident.

In a statement you provided on or about April 22, 2016, regarding the incident, you stated, in part, as follows:

> Before dismissal, I asked the staff over the radio whether [*student*] had returned the pants as requested. I was told no, so I stationed myself outside the buses to remind her to do so. I never saw her leave the building or board the bus, but I was told over the radio that she was on bus 808. I then boarded bus 808 to ask for the pants. Standing next to the bus driver at the front of the bus, I spotted [*student*] in the last row of the bus. I told her that I needed the pants before allowing the bus to proceed. Students started yelling at me to let the bus go. Some students were yelling that they would be late to work and other students were just yelling to leave [*student*] alone. I repeated that the bus would depart as soon as I got the pants. From the front of the bus I could see that [*student*] had a blue top on and I assumed it was the same blue shirt dress that she came to school with and that I saw her wearing all day. The bus driver told me that she would get the pants and bring them to school on Monday, but I told the driver that [*student*] needed to return the pants as she was wearing the same thing that she came to school in. After approximately 5 minutes, [*student*] took off the pants at the back of the bus and threw them up a few rows. I moved down the center row of the bus and collected the pants. As I was walking off the bus, [*student*] opened the window,

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> cursed repeatedly, saying that she was now in her panties. I immediately stopped the bus from driving off to ask what she was talking about – that she was wearing the same blue shirt dress that she had when she came to school. The bus driver then told me that in fact, she was wearing a different blue top and that after taking off the pants, she was now wearing only panties. I immediately handed the pants to the driver and asked her to go back to give it to her. [*Student*] said that she would not put them on and that she would just wear her panties. I said absolutely not – that the bus would not leave until she had pants on. She put them on and walked off the bus (pushing me), calling her mother.

In your letter to me dated May 9, 2016, you stated the following with respect to the dress code incident and took issue with information from the investigative report that appears to have been included in the May 3, 2016, letter presented to you by Michele English-Watson, then Executive Director of Federal Programs:

> Concerning the failure to manage a dress code issue appropriately, the letter from the investigative committee includes numerous factual errors and omissions of facts. The committee reports that I "held her bus and insisted she return the pants on the spot." This is more than misleading; it is false. Instead, I boarded the bus and asked the student to return the pants. I held the bus a) to clarify the student's position and b) because of the chaotic situation on the bus that began before I boarded. Demanding that the student "return the pants on the spot" was never said, implied, or expected. The investigative committee's letter seems to suggest that I should not have boarded the bus to request the return of school property -- property which the student agreed to return at the end of the day when she borrowed the pants. According to the committee, simply asking for the pants was unreasonable.

Your May 9 letter characterizes the following statement as false: that you "held her bus and insisted she return the pants on the spot." However, in both of your statements that were provided shortly after the incident, you stated in your own words that you boarded to bus to ask for the pants and told the student that you needed the pants before allowing the bus to proceed. You further stated that when students were yelling they would be late to work, you stated that the bus would depart as soon as you got the pants. Therefore, the statement from the investigative committee is true by your own words.

Based on my review of your statements, I believe you exercised poor judgment in your handling of the matter, at a minimum, in your decision to board the bus and engage in your course of conduct. The statements obtained by the administration from others during the investigation suggest additional concerns with your addressing the student's conduct on that date. I believe that your poor judgment in handling the matter involving the student has impaired your ability to be effective in your former position as Associate Principal of Clark Academy. I agree with the administration's findings in response to your grievance that the investigative report does not set forth findings that you engaged in aggressive behavior and that there is no reason to believe your actions were of criminal intent. However, that does not change the fact that you used poor judgment in your handling of the matter on April 22.

You stated that you were not provided with due process in connection with the administration's investigation of the April 22, 2016, incident. You provided a written statement around the time of the incident. You met with Employee Relations staff members Wilbert Suggs and Beverly Varnado on April 25 regarding the matter. In your letter to me

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dated May 9, 2016, you provided your full response to what you referred to as errors in the investigative report. For these reasons, I believe you have been made fully aware of the administration's concerns with your April 22 conduct and have been provided with a full opportunity to respond to the concerns with your handling of the April 22, 2016, incident. I will ask the administration to ensure that your May 9 letter that outlines your disputes with certain facts in the investigative report is included in your personnel file to reflect your response to the report.

You later wrote in a July 22, 2016, e-mail to me the following with respect to the April 22 incident:

> On Friday, April 22, I boarded a school bus at dismissal to ask a student to return pants she borrowed from the school earlier that day and had agreed to return before leaving school. I asked the student to step off the bus in order to remind her of her commitment to return the pants and avoid an unnecessary out of school suspension. With the student sitting in the back of the bus, I did not physically approach the student, become confrontational, or issue ultimatums. I only stepped to the top of the bus stairs and never moved from my position next to the bus driver. I was never closer to the student than the length of the bus. That the student chose to ignore my request to step off the bus or to communicate why she could not return the pants she borrowed is unfortunate and difficult to understand. But in my 20+ years of experience working with challenging students, I have learned that sometimes students make bad decisions, and they do so without considering the consequences.

However, your statement above appears to conflict with the two earlier statements you provided.

You have taken issue with the fact that the letter you received from Ms. English-Watson dated May 3, 2016, referenced additional concerns with your performance regarding your handling of a contract issuance matter and your failure to demonstrate sound leadership skills. I do not believe these additional matters needed to be referenced in the May 3, 2016 letter to you, since your conduct in connection with the April 22, 2016 incident was of sufficient concern to warrant your reassignment. Although I believe you have since responded to the additional performance concerns raised in the May 3, 2016, letter, in your May 9, 2016, letter to me, please allow my response to you now to confirm that the decision to reassign you from your position as Associate Principal of Clark Academy to a teaching position was based on concerns with your overall judgment in handling the April 22, 2016 matter with a student. I do not consider the additional concerns referenced in the May 3, 2016, letter as forming the basis for your reassignment.

You have raised concerns with the timing of when you were notified of your new assignment and that you would not be returning as Associate Principal of Clark Academy. I understand you were advised by telephone on April 24, 2016, by Jennifer Coker that you were being placed on administrative leave, with full pay, effective immediately. I understand you were contacted on May 2, 2016, by Ms. Coker to discuss the appointment of an interim administrator at Clark. You were further advised by letter dated May 3, 2016, from Ms. English-Watson that you would remain on administrative leave, with pay, and that you would have no other administrative activity in connection with Clark Academy. Additionally, your assignment to an English teaching position at Stall High School for the 2016-17 school year was confirmed with you in a meeting with Terri Nichols and in writing by letter dated July 28, 2016. I regret that you believe you were miscommunicated with or

not informed of these matters in a timely manner, but I do not believe any delay, to the extent it occurred, was intentional as these matters are often complicated.

You have stated that the administration did not handle its response to your conduct in connection with the April 22, 2016, dress code incident with the student in the same manner as how student dress code incidents have been handled at other schools. The administration's response to each such matter is based on the specific facts. The administration recognizes that you were dealing with a difficult student on April 22, 2016, who exhibited behavior issues in connection with your addressing a dress code issue. Although the administration had concerns with the student's conduct, the administration also had concerns with your conduct in how you handled the matter. For these reasons, I view your incident differently than those you referenced.

In summary, I support the administration's decision to place you on administrative leave, with pay, as a result of the poor judgment you exhibited in handling the April 22, 2016, incident regarding a student dress code issue. I further support the decision to reassign you to a teaching position for the 2016-17 school year. However, I base my reassignment decision on my concerns with your judgment in handling the April 22, 2016, incident with the student and my determination that your conduct has impaired your ability to be effective in your former position as the administrator of Clark Academy. My decision is not based on additional issues referenced in Ms. English-Watson's letter to you dated May 3, 2016. I further find that you received due process and that the administration has not violated Board policies in connection with their investigation and handling of the matter.

I trust I have resolved your concerns with the matter. If you have questions or need clarification, please let me know. If you wish to appeal my decision to the Board, consistent with Board Policies GBK and CFC, you may submit an appeal in writing to my attention within five calendar days of receipt of this letter.

Sincerely,

Gerrita Postlewait

Gerrita Postlewait
Superintendent of Schools

C: Personnel File

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EXHIBIT 6

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County SCHOOL DISTRICT

2016

April 12, 2016

Andrew Halevi
7 Wesson Avenue
Charleston, SC 29403-4420

Dear Mr. Halevi:

The purpose of this letter is to inform you that your position as Associate Principal will be eliminated at the end of the 2015-2016 school year. This action is the result of budgetary shortfalls that were revealed in the forensic audit ordered by the Board of Trustees and which have necessitated a reallocation of funds within the District. The terms of your current contract will remain in place until that contract ends on June 30, 2016.

Gerrita Postlewait, Ed.D.
Superintendent of Schools

William Briggman
Executive Director of
Human Resources

I regret that the District has been forced to take this action. However, you are being issued an Assistant Principal contract for the 2016-2017 school year, which is attached to this letter. This contract will not prevent you from applying for administrator positions that may come available, and Human Resources is ready to assist you in identifying positions for which you are qualified as they become available. Please be reminded that you must sign and return the contract by the date it indicates if you intend to accept the position being offered to you.

If you have any questions, please feel free to contact me at your convenience.

Sincerely,

William C. Briggman Jr.
Executive Director

C: Jennifer Coker, Interim Director
Personnel File

Attachment: 2016-2017 Contract

I acknowledge that I have received a copy of this letter and my contract for 2016-2017

Signature

4-13-16
Date

Charleston County SCHOOL DISTRICT

SOUTH CAROLINA PUBLIC SCHOOLS

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CONTRACT FOR CERTIFIED ADMINISTRATOR

This agreement is entered into by and between the Board of Trustees of the Charleston County School District, hereafter referred to as the Employer, and the Employee, as indicated below:

EMPLOYEE: Andrew Halevi

WITNESSETH:

The Employee possesses credentials and qualifications as set forth in the appropriate district job description for the named position or otherwise made part of this contract. Failure to maintain such prerequisite qualifications during the contractual period shall constitute grounds to terminate this contract. Subject to any conditions set forth in the Special Conditions section below, the Employee agrees to discharge faithfully all the duties required of said position for the 2016-2017 fiscal year by the Charleston County School District job description and/or additional, reasonable and related duties assigned by his/her immediate supervisor. It is further agreed that such employment is subject to S. C. State Laws; to the administrative rules and regulations, which have the effect of law; and to the conditions contained in the policies and procedures of the Charleston County School District.

The District's administrative assignments are discretionary with the Superintendent. In the event of any change in the District's organizational chart, reduction in force, or whenever it is deemed in the best interest of the District, the Superintendent may reassign, upon notice to and consultation with the affected employee, consistent with S.C. Code Ann. 59-24-15 (Supp. 1999).

In consideration of this agreement, salary shall be paid in accordance with the approved administrative salary schedule of the Charleston County School District.

This contract is void unless the Employee signs and returns this contract, which must be received by the Superintendent, Associate Superintendent or Division Head issuing the contract on or before April 25, 2016.

POSITION: Assistant Principal
FTE: 1.0
GROUP/DAYS: Certified Admin 240 Days
LOCATION: 0359/Septima P. Clark Academy

SPECIAL CONDITIONS:

In the event the District has a loss or reduction in any amount of anticipated or appropriated state, federal or local funding, the District retains the right to adjust the number of days in the contract. Since this position depends on the availability of funding, in the event the District has a loss or reduction in any amount of anticipated or appropriated state, federal or local funding the Employee agrees to abide by the provisions of Board Policy GCQB, Reduction-In-Force. In the event District has a loss or reduction in any amount of anticipated or appropriated state, federal or local funding the District may, at its discretion, reduce hours, or working days, by furlough or other means, or otherwise adjust the terms of employment as necessary, and as permitted by law.

Andrew Halevi 4-15-16

Signature of Employee **Date**

The foregoing contract is approved and the terms therein contained, including any conditions or contingencies as hereafter set forth, are accepted.

Jessica Postlewait 4/15/16

County Superintendent (for the) **Date**
Board of Trustees of Charleston County School District

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EXHIBIT 7

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Charleston County SCHOOL DISTRICT

FW: April 25, 2016 press release requesting termination and arrest of a principal

Bowers, Paul <pbowers@postandcourier.com> Mon, Apr 25, 2016 at 1:26 PM
To: "andrew_halevi@charleston.k12.sc.us" <andrew_halevi@charleston.k12.sc.us>

Paul Bowers

Reporter

The Post and Courier

o: 843.937.5546

c: 843.518.3979

From: Marvin Bowens [mailto:marvinbowens@yahoo.com]
Sent: Sunday, April 24, 2016 5:24 PM
To: allwcscdek@live5news.com; Bowers, Paul
Subject: April 25, 2016 press release requesting termination and arrest of a principal

April 24, 2016

PRESS RELEASE

TO: All interested news medias

FROM: Marvin Lamar Bowens & Richmond Truesdale, community activists (Human rights foundation inc.) and D23 constituent Board trustees

RE: Demand that Septima Clark Academy principal be terminated and arrested

Dear all interested news medias ,

A press conference will be held tomorrow, Monday, April 25, 2016 at approximately 1pm at Septima Clark Academy located at 1929 Grimball Road, Charleston, SC 29412. The purpose of the press conference will be to call for the termination and arrested of the principal of Septima Clark Academy. Septima Clark Academy has scheduled a conference with the allege victim and her parents at the school at 11:30am involving this matter.

On April 22, 2016 Septima Clark Academy SRO (school resource officer), K. McLean, filed an incident report in this matter under chas county incident # 2016-006354.

BRIEF DESCRIPTION OF INCIDENT AS PROVIDED BY THE ALLEGED VICTIM (with the permission of her mother):

On Friday, April 22, 2016 Septima Clark academy principal, along with a female SRO, approached a 16 year old female student twice about a dress code violation (student dress allegedly being too short). The principal on both occasion requested to look under the student's dress to see if she had a pants on under it. the student denied his request both times because the principal was making the request instead of directing the SRO, who was present, to do it. Eventually , the student called her mother who eventually directed the student to put on a school pant that the school had offered. Accordingly, the student put on the school's pant and borrowed a coat from her friend to cover her upper body. In exchange for the coat the student gave her friend her dress to use as a coat.

After school ended, the student was unable to retrieve her dress because her friend had left earlier with it. After getting on the bus the principal came and ordered the student to give up the school pant leaving the student in her panties on the bus. Allegedly the student and numerous people on the bus told the principal that the student did not have anything else to wear home.

Upon exiting the bus with the pant, the principal was allegedly confronted by the SRO. Afterwards, the principal returned to the bus to give the student back the pant but only after numerous students had seen the student in her panties. It is believe that the SRO voluntarily filed an incident report in this matter with the Chas County Sheriff's office because when Mr. Bowens called to do so an officer gave the student's parent an incident report card verifying that an incident report was already file.

ALL INTERESTED NEWS MEDIAS ARE REQUESTED TO CONFIRM THEIR ATTENDANCE TOMORROW ON THIS VERY IMPORTANT MATTER.

Thanking everyone in advance,

Marvin Lamar Bowens

(843) 609-0106

marvinbowens@yahoo.com

Andrew Halevi <andrew_halevi@charleston.k12.sc.us> Mon, Apr 25, 2016 at 2:11 PM
To: Andrew HaLevi <ahalevi@gmail.com>

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-------- Forwarded message --------
From: **Bowers, Paul** <pbowers@postandcourier.com>
Date: Monday, April 25, 2016
Subject: FW: April 25, 2016 press release requesting termination and arrest of a principal
To: "andrew_halevi@charleston.k12.sc.us" <andrew_halevi@charleston.k12.sc.us>

Paul Bowers

Reporter

The Post and Courier

o: 843.937.5546

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April 24, 2016

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RE: Demand that Septima Clark Academy principal be terminated and arrested

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A press conference will be held tomorrow, Monday, April 25, 2016 at approximately 1pm at Septima Clark Academy

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located at 1929 Grimball Road, Charleston, SC 29412. The purpose of the press conference will be to call for the termination and arrested of the principal of Septima Clark Academy. Septima Clark Academy has scheduled a conference with the allege victim and her parents at the school at 11:30am involving this matter.

On April 22, 2016 Septima Clark Academy SRO (school resource officer), K. McLean, filed an incident report in this matter under chas county incident # 2016-006354.

BRIEF DESCRIPTION OF INCIDENT AS PROVIDED BY THE ALLEGED VICTIM (with the permission of her mother)

On Friday, April 22, 2016 Septima Clark academy principal, along with a female SRO, approached a 16 year old female student twice about a dress code violation (student dress allegedly being too short). The principal on both occasion requested to look under the student's dress to see if she had a pants on under it. the student denied his request both times because the principal was making the request instead of directing the SRO, who was present, to do it. Eventually , the student called her mother who eventually directed the student to put on a school pant that the school had offered. Accordingly, the student put on the school's pant and borrowed a coat from her friend to cover her upper body. In exchange for the coat the student gave her friend her dress to use as a coat.

After school ended, the student was unable to retrieve her dress because her friend had left earlier with it. After getting on the bus the principal came and ordered the student to give up the school pant leaving the student in her panties on the bus. Allegedly the student and numerous people on the bus told the principal that the student did not have anything else to wear home.

Upon exiting the bus with the pant, the principal was allegedly confronted by the SRO. Afterwards, the principal returned to the bus to give the student back the pant but only after numerous students had seen the student in her panties. It is believe that the SRO voluntarily filed an incident report in this matter with the Chas County Sheriff's office because when Mr. Bowens called to do so an officer gave the student's parent an incident report card verifying that an incident report was already file.

ALL INTERESTED NEWS MEDIAS ARE REQUESTED TO CONFIRM THEIR ATTENDANCE TOMORROW ON THIS VERY IMPORTANT MATTER.

Thanking everyone in advance,

Marvin Lamar Bowens

(843) 609-0106

marvinbowens@yahoo.com

--

Andrew HaLevi, Ph.D.
Program Director
Septima P. Clark Academy
1929 Grimball Road

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Charleston, SC 29412
(843) 762-2774
andrew_halevi@charleston.k12.sc.us
www.spclark.org

Excellence is our Standard

Andrew Halevi <andrew_halevi@charleston.k12.sc.us> Mon, Apr 25, 2016 at 2:42 PM
To: BEVERLY VARNADO <beverly_varnado@charleston.k12.sc.us>, WILBERT SUGGS <wilbert_suggs@charleston.k12.sc.us>, JOHN EMERSON <john_emerson@charleston.k12.sc.us>, JENNIFER COKER <jennifer_coker@charleston.k12.sc.us>

Both the facts and the allegations in this press release are simply false and I would like know how the CCSD is planning to respond. I would also like to know what limitations, if any, I have if I choose to respond.

---------- Forwarded message ---------
From: **Andrew Halevi** <andrew_halevi@charleston.k12.sc.us>
Date: Mon, Apr 25, 2016 at 2:11 PM
Subject: Fwd: FW: April 25, 2016 press release requesting termination and arrest of a principal
To: Andrew HaLevi <ahalevi@gmail.com>

---------- Forwarded message ---------
From: **Bowers, Paul** <pbowers@postandcourier.com>
Date: Monday, April 25, 2016
Subject: FW: April 25, 2016 press release requesting termination and arrest of a principal
To: "andrew_halevi@charleston.k12.sc.us" <andrew_halevi@charleston.k12.sc.us>

Paul Bowers

Reporter

The Post and Courier

o: 843.937.5546

c: 843.518.3979

From: Marvin Bowens [mailto:marvinbowens@yahoo.com]
Sent: Sunday, April 24, 2016 5:24 PM
To: allwcscdek@live5news.com; Bowers, Paul
Subject: April 25, 2016 press release requesting termination and arrest of a principal

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April 24, 2016

PRESS RELEASE

TO: All Interested news medias

FROM: Marvin Lamar Bowens & Richmond Truesdale, community activists (Human rights foundation Inc.) and D23 constituent Board trustees

RE: Demand that Septima Clark Academy principal be terminated and arrested

Dear all interested news medias ,

A press conference will be held tomorrow, Monday, April 25, 2016 at approximately 1pm at Septima Clark Academy located at 1929 Grimball Road, Charleston, SC 29412. The purpose of the press conference will be to call for the termination and arrested of the principal of Septima Clark Academy. Septima Clark Academy has scheduled a conference with the allege victim and her parents at the school at 11:30am involving this matter.

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Thanking everyone in advance,

Marvin Lamar Bowens

(843) 609-0106

marvinbowens@yahoo.com

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Andrew HaLevi, Ph.D.
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EXHIBIT 8

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Deposition of:

Jennifer Coker

HaLevi
vs.
CCSD

CASE NO. 2018-CP-10-0123

October 31, 2018

Magnolia Reporting, LLC
P.O. Box 61011
North Charleston, SC 29419
(843) 303-9141
www.MagnoliaReporting.com

STATE OF SOUTH CAROLINA)IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON)NINTH JUDICIAL CIRCUIT

Andrew HaLevi, Ph.D.,)
)
Plaintiff,)
)Civil Action No.:
)2018-CP-10-0123
v.)
)
Charleston County School District,)
)
Defendant.)
****

DEPOSITION OF: JENNIFER COKER

DATE TAKEN: Wednesday, October 31, 2018

TIME: 10:00 A.M.

PLACE: Richardson Plowden & Robinson
171 Church Street, Suite 150
Charleston, South Carolina

REPORTED BY: MARY ANN RIDENOUR, RPR, CLR
Registered Professional Reporter,
Certified LiveNote Reporter
and Notary Public

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APPEARANCES

REPRESENTING THE PLAINTIFF:

NANCY BLOODGOOD, ESQUIRE
Bloodgood & Sanders
242 Mathis Ferry Road, Suite 201
Mount Pleasant, South Carolina 29464
nbloodgood@bloodgoodsanders.com

REPRESENTING THE DEFENDANT:
EUGENE H. MATTHEWS, ESQUIRE
Richardson Plowden & Robinson
PO Drawer 7788
Columbia, South Carolina 29202
gmatthews@richardsonplowden.com

ALSO PRESENT:

LYNN SMITH (With Ms. Bloodgood)

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STIPULATIONS

It is hereby stipulated and agreed by and between the parties hereto, through their respective counsel, that the reading and signing of the transcript is waived by the Deponent.

(The deposition commenced at 10:25 a.m.)
JENNIFER COKER, SWORN.
DIRECT EXAMINATION BY MS. BLOODGOOD:

Q. Ms. Coker, name is Nancy Bloodgood. I don't think we've met before, other than just in the lobby, just now.

A. No.

Q. I represent Dr. Hall in a lawsuit that he's brought against the District. And I think that you may know some facts regarding the issues in the lawsuit, so that's why I'm taking your deposition.

Have you ever had your deposition taken before?

A. Yes, ma'am.

Q. All right. So you know the basic rules. Try to say yes and no, and not shake your head. Let me know if you need a break. If I start asking a question or interrupt you before you fully answered my question, tell me that and --

A. Okay.

Q. -- I will try not to do that. Likewise, even if you think you know what my question is going to be and know the answer, if you could wait until I fully finish it, then the court reporter -- just makes a better record.

A. Yes, ma'am.

Q. Okay. What is your current address, home address?

A. 130 Mano, M-a-n-o, Street, Moncks Corner, South Carolina, 29461.

Q. Okay. And what is the best telephone number to reach you?

A. (843) 296-9801.

Q. All right. Are you married?

A. Yes.

Q. And what is your husband's name?

A. William Coker, III.

Q. Where does he work?

A. KapStone Paper and Packaging.

Q. Okay. And I'm going to ask you some questions because I don't necessarily want to put people on the jury who are related to you, so the next few questions are about that.

Do you have any children over the age of 18 in Charleston County?

A. No, ma'am.

Q. Do you attend a church in the area?

A. Goose Creek.

Q. Okay. What's the name of the church?

A. Immaculate Conception.

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Q. Okay. Do you belong to any professional organizations?
A. SCASA. South Carolina Association of School Administrators.
Q. Okay. How about any social organizations?
A. No, ma'am.
Q. Okay. And do you have any relatives or does your husband have any relatives in Charleston County with a different last name than Coker?
A. No.
Q. Okay. And would you briefly tell me your educational background?
A. Briefly, bachelor's degree from Baldwin Wallace College, in Ohio; a master's degree from Charleston Southern University.
Q. What is your master's in?
A. School administration.
Q. And your bachelor's degree?
A. Elementary ed and special ed.
Q. And then, briefly, your work background?
A. I was a teacher for a brief time in Ohio, special ed teacher, and then a teacher in Berkeley County, a special ed teacher, from '94 until 2001. Then I was an assistant principal at Alice Birney Middle School in Charleston, and then the principal of

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West Ashley Middle, and then the principal of Daniel Jenkins, then the director of alternative programs, and then the executive director.
Q. Okay. And what is the current position that you hold at --
A. Executive director of alternative programs and services.
Q. Okay. What is the name of the school after West Ashley Middle?
A. Daniel Jenkins Academy.
Q. What kind of a school is Daniel Jenkins?
A. Alternative school.
Q. Is that --
A. Or in lieu of -- I'm sorry.
Q. That's okay. When you say "alternative," do you mean that's a school for children with behavior problems or is it a school -- a special ed program?
A. At the time I was the principal, it was a school for kids in lieu of expulsion, so behavior problems.
Q. Okay. And just so I'm clear, schools for children with behavior problems are different than schools for children with intellectual or -- I guess that's the word I'm looking for -- intellectual problems?

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A. Well...
Q. Maybe I can ask this a little bit better. I'm aware that some students get EAPs, where there are special programs developed for them, to help them through school. Is that what they call them? What do you call that special --
A. An IEP.
Q. IEP, okay.
A. Uh-huh.
Q. So would children at Daniel Jenkins School have IEPs, also?
A. Some of them can. Not all of them do.
Q. Okay. All right. So some of the behavioral problems could be associated with learning issues that would require an IEP?
A. Yes, they could.
Q. Okay. And how about Clark Academy, would most of those students have IEPs or only some of those students have IEPs?
A. Some.
Q. Okay. As executive director for alternative programs, who do you report to?
A. Currently, I report to Cindy Ambrose, Cynthia Ambrose.
Q. Okay. What is her title?

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A. Deputy superintendent.
Q. How long have you reported to her?
A. Last summer, I believe, is when she was hired.
Q. Okay. Who did you report to prior to Cindy Ambrose?
A. Terri Nichols.
Q. And did Cindy Ambrose assume the same position that Terri Nichols had?
A. Terri Nichols was an associate superintendent just over the school leaders. Cindy Ambrose is the deputy superintendent over learning services, so she has more...
Q. Okay. And what position did you hold at the time Dr. HaLevi was a program director at Clark Academy?
A. Interim director of alternative programs and services.
Q. Okay. Had there been an executive director or a director prior to the time you were interim director?
A. No, ma'am.
Q. So was that a new program that was created or a new department that was created?
A. Yes, ma'am.

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Q. And was that created by Dr. Postlewait?
A. Yes, ma'am.
Q. Prior to Dr. Postlewait becoming superintendent at CCSD, or the District -- I'll refer to it both ways, probably -- where were the alternative programs housed? In what department would you have found those?
A. It changed over time. But directly before my position, they were in the learning communities, so either the high school or the middle school.
Q. Okay. And is it true that you took the position of interim director of alternative programs about two months before Dr. HaLevi was removed as program director?
A. I took the position -- I accepted it in December of 2015, but assumed the position -- I transitioned -- it was in January of 2016, so...
Q. So --
A. I would say a few months. I'm not...
Q. Okay. It might be more than two?
A. Yeah.
Q. But it was just a few months before?
A. Yeah. Uh-huh.
Q. Okay. During the few months that you supervised Dr. HaLevi in early 2016, did you provide

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him any positive feedback?
A. I don't specifically remember any, but I -- I would imagine, yes, either verbal -- maybe.
Q. Do you recall doing any type of written evaluation of his performance?
A. No, not in that short time.
Q. Okay. And during that period, early period of January -- of 2016, did you ever provide Dr. HaLevi any negative feedback about his job performance?
A. We had a discussion around contracts, I remember that, the issuance of contracts.
Q. Okay. And when was that discussion?
A. Would be in April, is contracts time.
Q. Okay. And what was the discussion about contracts?
A. They weren't -- there were a couple that were not issued properly.
Q. And the -- are these contracts that it was Dr. HaLevi's responsibility to issue?
A. Yes.
Q. Okay. What was not proper about that?
A. There were two that I recall, both guidance counselors.
Q. Who were the guidance counselors?
A. Ms. Smith, Jessica Smith. And she was not

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receiving a contract because of an allocation change. So she should have been issued a letter, and she was not.
Q. Okay. So she was not told that she would be -- would not be receiving a contract, and she should have been told that?
A. There may have been a verbal confirmation, but she should have received a letter by April 15.
Q. Okay.
A. That's usually our day, April 15.
Q. Okay. And then did she receive a letter from Dr. HaLevi, after you talked to him about it?
A. I believe she did.
Q. Okay. And who was the other guidance counselor?
A. Bridget Runyon.
Q. What was the issue with Ms. Runyon?
A. She had been interim guidance director, which was a 240-day position that was being reduced, due to funding issues, to a 210-day position.
Q. Okay. And was her contract improper or was it just not given to her?
A. It was not given to her in time. I don't believe it was actually in his packet, which should have been reviewed. And he should have called and

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asked for that, when you get them.
Q. Okay. Was he written up?
A. No, ma'am.
Q. So you just told him that there were two contracts that had issues associated with them?
A. Correct.
Q. Okay. Did you ever provide him any negative feedback, other than these -- these two contract issues?
A. Not to my memory.
Q. Okay. And to your knowledge, those two issues were resolved after you talked to Dr. HaLevi?
A. I believe so, yes.
Q. Okay. So I understand you were a special ed teacher in Berkeley County until 2001. And then, did you ever teach special ed in Charleston County or were you always an assistant principle or a principal in Charleston County?
A. Always an assistant principal or principal.
Q. Okay. So in Charleston County School District, you've always been an administrator and not a teacher, correct?
A. Correct.
Q. Okay. So in Charleston County, have you had any experience working, personally working, with

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students with serious behavior problems?
A. Yes, ma'am.
Q. And what is that?
A. Well, as an administrator at the middle school, Alice Birney, I did oversee the special education department, as well as seventh grade. So, obviously, we had students who were chronically misbehaving.
As the principal at West Ashley Middle School, we had students who were chronically misbehaving.
Then I also ran the -- Daniel Jenkins was the alternative school for middle school, which students were there in lieu of expulsion. So all of those students had behavioral problems.
Q. Who was the principal at Daniel Jenkins while you were -- were you the principal at -- okay.
A. I was.
Q. Okay. How long were you at Daniel Jenkins?
A. Sorry. I have to think here. West Ashley 2006 to 2010, I believe. So 2010 until I left in 2016.
Q. Okay.
A. I might have a year off there, but...
Q. Okay. 2010 until you took the position as interim director of alternative --

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A. Correct.
Q. -- programs?
A. Correct.
Q. All right. While you were principal at Daniel Jenkins, did you know Erica Hamilton?
A. Yes, I did.
Q. She was a student there?
A. Yes, ma'am.
Q. Approximately what grades did you know her at that school?
A. I'm positive in eighth grade and fairly confident in seventh grade, as well.
Q. All right. What were the grades for Daniel Jenkins?
A. Sixth, seventh and eighth.
Q. Okay. And were you aware of Erica Hamilton's behavior while she was enrolled at Daniel Jenkins?
A. Yes, ma'am.
Q. And can you tell me what you recall about that?
A. She was angry, used profanity and, at times, would fight.
Q. Physical fights?
A. Yes, ma'am.
Q. Okay. Were these fights with girls or boys,

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or both?
A. Pretty sure girls, most of the time.
Q. Okay. Did you ever have any contact with her mother?
A. I'm sure I did, but I can't exactly recall.
Q. Okay. Do you recall on one of your visits to Clark discussing Erica Hamilton with Dr. Halevi?
A. I do not.
Q. Is it possible that you did?
A. It is possible, yes.
Q. Okay. Would she be a student that you would describe as difficult to handle?
A. At times, she can be, yes.
Q. Okay. Would you describe her as imbalanced?
A. Can you --
MR. MATTHEWS: Object to the form. Please answer. If you need clarification --
BY MS. BLOODGOOD:
A. I need clarification on "imbalance."
MR. MATTHEWS: Let me -- let me make this statement.
THE WITNESS: Okay.
MR. MATTHEWS: Whenever you need clarification of a question, you're required to ask the

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deposing attorney, in this case, Nancy. The only time I would direct you not to answer is something I would do verbally, directly to you. And you may, from time to time, hear me say, Object to the form of the question. Just allow me to make that objection, then go ahead and answer Nancy's question.
THE WITNESS: Okay.
BY MS. BLOODGOOD:
Q. Let me ask you a preliminary question. You have much more experience dealing with behavior problems in terms of students. Do you refer to students who have behavior problems sometimes using the term "imbalanced"? Is that a term of art in your profession?
A. I would not use that term to describe students.
Q. Okay. All right. If you were going to describe Erica Hamilton to a teacher who was going to be handling her, or a principal, how -- what would you say about her?
A. I would say that Erica has good days and bad days that are sometimes related to things outside of school, and that the best way to work with Erica is to build a relationship with her so that she feels comfortable talking to you about what is going on with

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her at the time.
Q. Okay. And had you ever had to discipline Erica Hamilton?
A. I'm sure I did.
Q. And what would that have looked like in terms of Daniel Jenkins School? How do you discipline children with behavior problems?
A. It depends on the infraction. It could be suspension. It could be a conference. It could be a phone call home. It could be a mediation. It would depend on the behavior.
Q. Do you recall ever having to suspend her?
A. I'm sure I did.
Q. Okay. And would that suspension have been in-house? I guess you could have an in-school suspension or she could stay at home. Do you recall what kind of suspension it would have been?
A. Well, we didn't have in-school suspension. So, most likely, it was an out-of-school suspension.
Q. Okay. And then, can you just tell me what -- if you suspend a child and send them home for behavior problems at school, how long do those suspensions last, generally? Is there a progress or a process, and then at a certain point do you build up to expulsion? How does that work?

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A. Can I clarify: Currently or then?
Q. Sure. Then.
A. Okay.
Q. Yeah. I'm really interested in what happened with her, yeah.
A. Okay. So then, it would depend on the situation, principal discretion. Anywhere from one to five days of suspension is allowed, as a principal.
Q. Okay.
A. If it was what we considered a level three offense, which are serious offenses by the Code of Conduct, then you could refer a student for expulsion. Or, if there are multiple minor offenses, at a point, a principal could determine that a packet would be presented for expulsion.
Q. Okay. Back then, what would a dress code violation be considered, what level?
A. Minor. Typically, a minor --
Q. Okay.
A. -- infraction.
Q. Let me ask you some questions that I didn't ask you earlier about your current job.
Can you briefly describe to me your job duties as executive director of alternative programs?
A. And services.

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Q. And services.
A. Which is important.
Yes. So I supervise the alternative schools. And I also supervise student hearings and student discipline, as well as District social workers, District mental health contract, the implementation of positive behavior interventions and support, social learning across the District, as well as drug and alcohol prevention/intervention, and truancy, and home bound.
Q. Okay.
A. I may have left something out, but that's the gist.
Q. What is your current salary?
A. 130-something, 131, I think.
Q. How many years have you been with the District?
A. With the District? Since 2001, so 17.
Q. And then you taught for how many years before that?
A. From '93. So I guess, what is that, eight?
Q. Okay. And who performs your performance appraisals? Who prepares those?
A. My supervisors.
Q. Before, you told me that your supervisor was

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Cindy Ambrose, correct?
A. Correct.
Q. Do you have more than one supervisor?
A. Not currently.
Q. Okay. So, currently, Cindy Ambrose does your performance appraisal. And prior to that, would it have been Terri Nichols?
A. Cindy Ambrose does it currently. Before the year -- before that would have been Terri Nichols. I had a different supervisor before that.
Q. Who was before Terri Nichols?
A. Michele English-Watson.
Q. Okay. How long have you known Dr. HaLevi?
A. I have no idea. I mean, I knew him as another person in the District. I wouldn't say I knew him as a -- like, to talk to him for a lot, but for years. I just don't know how many.
Q. Okay. Would you consider him a truthful person?
A. I would say that, for the most part. I would say, yes.
Q. Okay. Why do you hesitate and say "for the most part"?
A. I think there are times when the facts, when he presents them, aren't always all presented.

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Q. So --
A. But what he presents is truthful.
Q. Okay. Have you ever known him to present falsehoods or lies?
A. I do not remember him lying to me.
Q. Okay. Are you aware he was Teacher of the Year at Charleston County School District?
A. Yes.
Q. Were you aware he was runner-up for state Teacher of the Year?
A. I was not.
Q. Were you aware he used to be involved in the Charleston Teacher Alliance?
A. Yes.
Q. And what is the Charleston Teacher Alliance?
A. It's a group of teachers who support issues across the District for teachers.
Q. Were you ever involved in that Alliance?
A. Not as a member, no.
Q. Okay. How were you involved as not being a member?
A. I've been asked to provide data for the group before.
Q. Okay. Have you done that?

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A. Yes, ma'am.
Q. Okay. Have you had any discussions with Dr. Postlewait about the Charleston Teacher Alliance?
A. Not between the two of us. We've talked about survey results in groups from the Teachers Alliance.
Q. Okay. Did Dr. Postlewait ever talk to you about Dr. HaLevi's involvement with the Charleston Teacher Alliance?
A. I don't believe so, no.
Q. Did Dr. HaLevi ever tell you that Dr. Postlewait had spoken to him about the Charleston Teacher Alliance?
A. Not that I remember.
Q. Okay. Now, do you have any reason to believe that Dr. HaLevi is not telling the truth about the incident that happened at Clark Academy with Erica Hamilton on April 22, 2016?
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
A. I don't -- I think he gave his recollection of the events to me, yes. I think he told me what he remembered.
Q. Okay. So what is your understanding -- let

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me break this down. Why don't you tell me what he told you happened on April 22nd?
And, by the way, when did that conversation occur?
A. So he called me that afternoon. And that's when he told me what happened.
Q. Okay. How long was the telephone call?
A. A few minutes. I'm not sure, exactly.
Q. Okay. What did he tell you in those few minutes?
A. I -- obviously, I don't remember exactly. I do have notes, somewhere, that I typed in an email, I believe. But he told me that she had come to school out of uniform and had been asked to change. There were some issues around her complying with that request. There was another adult who got involved, trying to get her to change, I think a classified employee or something. And, eventually, she changed, between that employee and, I think, the guidance counselor that convinced her to change her clothes.
Toward the end of the day, when it was bus time, she was -- before it was bus time, I believe, she was reminded to return the clothes, by someone. And then, at bus time, I think it was the student concern specialist was asked to make sure to get the clothes.

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And then, they didn't.
She was on the bus. And Dr. HaLevi went on the bus and asked her multiple times to give him back the pants. And I guess, eventually, from what I remember, she took them off and threw them at him, were he was on the bus. And he got off. And then she was crying and angry after that, yelling out the window.
Q. And then what happened?
A. With the student?
Q. I'm only asking what he told you in this telephone conversation.
A. Well, he called me. And he was worried about meeting with the parent. So he asked me to come with him and meet on the following -- I think it was a Monday, maybe, the following day. I think it was a Friday. And I said I would. And I believe he told me that he was working on getting the student home --
Q. Okay.
A. -- somehow.
Q. All right. Now, you said earlier that you took notes of that conversation or did you take notes later?
A. So when he was talking to me, I did not take handwritten notes, but I typed an email, or I typed it in an email.

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Q. Okay. To whom did you send the email?
A. I think my supervisor at the time was Michele English-Watson. I'm not sure who else was on that email.
Q. And I'll -- I don't know if I've seen that email. I will look. But in the email that you sent Michele English-Watson on 4/22, and that would have been late afternoon, what did you say? What did you tell her? Generally, what did the email say?
A. That -- what he told me happened. And I asked if we should place him on leave while we investigate the situation.
Q. I know I have not seen that email. You asked Michele English-Watson, based on a phone call from the principal, if you should place him on leave the same -- on 4/22, you asked that question?
A. I'm not sure if it was 4/22 or not. I'd have to go back and look. But it was soon after.
Q. Okay. Why did you want to place the principal on leave so soon after the incident?
MR. MATTHEWS: Object to the form.
BY MS. BLOODGOOD:
A. So, right after I got off the phone with him, or soon after, the director of security called me, as well, because the police were also investigating the

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incident.
Q. Who was the director of security?
A. Michael Reidenbach.
Q. Is he the one in charge of putting the videos on the bus, making sure the videos work?
A. No, ma'am.
Q. Who is that?
A. Jeff Scott, I believe, is the person then, still.
Q. What did Reidenbach say?
A. He asked me if I was aware of the incident, and I said yes. And then he told me that the police were actually investigating, as well, and were going to interview the student at her home.
Q. Where is Reidenbach's office?
A. Currently?
Q. Where was he, at that point? He wasn't at the school, was he, when he called you?
A. He was not at Clark when he called me, no.
Q. Right. Where was he?
A. I don't know where he was. But his -- are you asking me where he physically was or where his office was?
Q. Well, you knew he wasn't at Clark. Do you know where he physically was when he called you?

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A. I do not.
Q. Okay. Where is his office?
A. Then, his office was in Daniel Jenkins.
Q. How far away is Daniel Jenkins from Clark?
A. Fifteen or 20 minutes.
Q. How did Reidenbach already know about an incident that had happened late afternoon?
A. He is in charge of the contracts and MOUs with the SROs.
Q. So a school resource officer had called him?
A. I'm not sure if a school resource officer or their supervisor, but someone notified him.
Q. So someone notified Michael Reidenbach the same day as this incident, and he called you?
A. Yes.
Q. And had he already spoken to the police?
A. Yes.
Q. Why had he done that? Did he tell you?
A. They called him.
Q. Which police called him?
A. I do not know the answer to who called him.
Q. After you were aware that the police were investigating, and the director of security called you asking -- what did he ask you, what he should do? Or

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he just wanted you to know about the incident?
A. He wanted to make sure I was aware of the incident.
Q. Okay. Did you call Dr. HaLevi back and get some more facts or tell him police were investigating?
A. No. He told me he was going to be unavailable, due to a religious holiday, until Sunday.
Q. Okay. Did you call him on Sunday?
A. I called him multiple times that weekend.
Q. From where, your office or your cell phone?
A. My cell phone.
Q. Okay. Did you talk to him on the weekend?
A. Not until Sunday evening, I believe it was.
Q. Okay. And when you -- what time did you reach him on Sunday evening?
A. I don't know the exact time, but it was later.
Q. Okay. Tell me what you recall about that conversation.
A. I told him that based on additional information and the investigation that was going to be going on, I needed to place him on admin leave with pay during the investigation.
Q. Okay. So let's take this one at a time.

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What additional information did you receive between late Friday afternoon and Sunday evening when you called Dr. HaLevi?

A. Well, the police investigation was a big piece of that information, plus what he told me on the phone himself on Friday. Those were the two main pieces.

Q. What he told you -- the only reason you put him on leave is what he told you on the phone on Friday and the fact that the director of security said the police were going to investigate --

MR. MATTHEWS: Object to the form.

BY MS. BLOODGOOD:

Q. -- is that true?

MR. MATTHEWS: Same objection.

BY MS. BLOODGOOD:

Q. You didn't have any other additional information?

MR. MATTHEWS: Object to the form. Please answer.

BY MS. BLOODGOOD:

A. So on Friday, I talked to Dr. HaLevi and Mike Reidenbach. And I talk to Michele English-Watson, as well, before I sent her the email, just to inform her of what was going on.

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Q. My question was: Did you have any additional information other than a few-minute phone call on Friday afternoon from Dr. HaLevi, where he's telling you what's going on; a call from Mike Reidenbach, that the police were investigating, before you, on Sunday evening, you placed Dr. HaLevi on leave?

A. I don't know what other information I would have had.

Q. Okay. So you didn't -- you don't know of any other information that you had?

A. I'm not --

MR. MATTHEWS: Object to the form. Please answer.

BY MS. BLOODGOOD:

A. I don't remember any other information.

Q. You're aware that Michael Reidenbach goes to the police all the time and writes up Charleston County School District employees, aren't you?

MR. MATTHEWS: Object to the form. Please answer.

BY MS. BLOODGOOD:

A. I have no idea.

Q. You don't know that that's his job, to go over to the sheriff's office and write reports on District employees?

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MR. MATTHEWS: Object to the form. Please answer.

BY MS. BLOODGOOD:

A. No, ma'am.

Q. You didn't ask him how the police found out about this incident?

A. Yes, I did.

Q. And what did he say?

A. That the SRO was present during the incident.

Q. So the school resource officer told the police about the incident; was that your understanding?

A. The school resource officer is the police. And she was the one who decided to investigate, to turn it over to her supervisors.

Q. So when Mike Reidenbach said that the police are investigating, he meant that the school resource officer had reported it to her supervisors?

MR. MATTHEWS: Object to the form. Please answer.

BY MS. BLOODGOOD:

A. Yes. They are the police.

Q. Okay. So the fact that the school resource officer had turned it -- had reported the incident to

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her supervisor, and the fact that you had talked to Dr. HaLevi for a few minutes on Friday afternoon, that was the basis for your putting Dr. HaLevi on leave on Sunday night?

MR. MATTHEWS: Object to the form. Please answer.

BY MS. BLOODGOOD:

A. Yes, that a student was on the bus with her pants off.

Q. Okay.

A. Based on both accounts, yes.

Q. Okay. And you said there was an investigation that was going on. Was that the SRO's investigation or was that the District's investigation?

A. We were beginning an investigation, as well.

Q. The District was --

A. Yes.

Q. -- beginning an investigation?

A. We would investigate.

Q. Was their investigation ongoing as of Sunday night?

A. Well, an investigation begins when the incident occurs and we begin to gather information.

Q. But you hadn't gathered any information by

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Sunday night, when you put him on leave, right?
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
A. I had his -- I had his account and I had the phone call from Mike Reidenbach. And that is standard procedure, when a person does something that we think is egregious, that we have the option to put them on leave.
Q. You thought it was egregious, based on the several-minute phone call you had Friday afternoon?
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
Q. What other information did you have?
A. I thought it was egregious that a student was on the bus with no pants on, yes.
Q. But you didn't have any personal, firsthand knowledge about that, did you?
A. I had --
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
A. I had information from --
MR. MATTHEWS: Ms. Coker, I know -- I know

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you want to answer questions. And I applaud that. But to make it easy on the court reporter, make sure Nancy, Ms. Bloodgood, finishes her question. If I'm objecting, let me finish my objection. And usually I'll direct you to answer or I'll say, Please answer, which means please answer Nancy's question. That makes things a lot easier on the court report and we'll get a transcript that's very readable.
THE WITNESS: Yes, sir. I apologize.
MR. MATTHEWS: That's not a problem.
BY MS. BLOODGOOD:
Q. Based on your testimony, there were two investigations going on. Tell me if I'm incorrect. One, you're understanding is that the school resource officer had reported to her supervisor and the -- either -- it was some -- your understanding that somebody at school resource, either the supervisor or the officer, was going to do an investigation; is that true or did I misunderstand your testimony?
A. It was my understanding that the SRO was present during the incident and that she was going to be investigating further because of her concerns over what happened at the incident.
Q. Okay. So the SRO was doing one investigation. And then the District's investigation,

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my understanding is, would not have started until after Dr. HaLevi had been placed on leave by you Sunday evening, correct?
A. An investigation by the District?
Q. Right.
A. Began when he was placed on leave.
Q. Okay. So who did that investigation?
A. There were multiple people who worked on the investigation.
Q. Okay. Who were they?
A. Myself, Will Suggs and Beverly Varnado.
Q. Anyone else?
A. Not to my recollection.
Q. Okay. How long did the investigation last?
A. I'm not sure of the exact length.
Q. Well, it started -- okay. The incident's on a Friday, the 22nd. Saturday is the 23rd. Sunday is the 24th. So it started Monday, the 25th. When did it -- let me ask it this way: When did it end?
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
A. I concluded my interviews at the school, which was my portion, during that week.
Q. So it was -- you did it by -- okay. So the

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25th is Monday. The 30th, you completed your part of the investigation?
A. Yes, ma'am.
Q. Okay. And who did you interview at the school?
A. I interviewed multiple students. I do not remember their names, individually.
Q. Do you have written statements from them?
A. Yes, ma'am.
Q. Okay. I think some of those have been provided to me.
Did you interview Dr. HaLevi?
A. That was not one of my responsibilities. I did not.
Q. Okay. Whose responsibility was that?
A. Mr. Suggs'.
Q. Do you know whether or not Will Suggs ever talked to Dr. HaLevi?
A. Yes.
Q. Okay. And how do you know that?
A. He informed me. Mr. Suggs informed me.
Q. Okay. Did you see any written report from Mr. Suggs regarding his conversation with Dr. HaLevi?
A. I did see the final investigative report.
Q. Did the final investigation report include a

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synopsis of Will Suggs' conversation with Dr. HaLevi?
A. I don't remember it in full detail.
Q. Okay. And where is that final investigative report?
A. It would be in the employee relations file.
Q. And Beverly Varnado is in charge of those?
A. Will Suggs and Beverly Varnado both work in that department.
Q. Who reports to whom?
A. I think -- I'm not sure.
Q. Okay. But you saw the final investigation report that's in the ER file?
A. Yes, ma'am.
Q. Okay. And then, what was -- your job was to conduct interviews at the school. Will Suggs interviewed Dr. HaLevi. Did he have any other jobs during this investigation, in the investigation?
A. Did Mr. Suggs?
Q. Yes.
A. That was who I sent all of my information to.
Q. Okay. To your knowledge, did Mr. Suggs do anything other than talk to Dr. HaLevi?
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:

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Q. As part of the investigation?
MR. MATTHEWS: Same objection. Please answer.
BY MS. BLOODGOOD:
A. I don't know.
Q. And -- okay. What was Beverly Varnado's role in the investigation?
A. I believe she was present for the conversation with Dr. HaLevi, as well.
Q. Okay. Anything else that you know she did in the investigation?
A. No, ma'am.
Q. Okay. And do you know approximately when Will Suggs spoke to Dr. HaLevi?
A. I do not.
Q. Okay. Do you recall approximately how long it took for the final investigative report to be done? Your part was done that week. Do you recall how many weeks later or days later it final was?
A. I do not.
Q. Would it have been months later?
A. I don't -- I don't know.
Q. Okay. So I previously asked you what you knew from receiving information from Dr. HaLevi. And then you've testified that next week you received

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information from students that you interviewed. What other information was available to you about this incident, other than that information?
A. We got a statement from the bus driver.
Q. And who is "we"?
A. I say "we"; I meant "I."
I asked for Jeff Scott to get the bus driver's statement.
Q. All right.
A. And then we had the student statements. We had to use the police statement for the student, I believe, because she did not come to the school to meet with me.
Q. She wouldn't talk to you?
A. Correct. And --
Q. Does that mean you hadn't developed a good relationship with her at Daniel Jenkins?
MR. MATTHEWS: Object to the form.
BY MS. BLOODGOOD:
A. You want me to answer?
Q. Yeah, you can answer.
A. Okay. I'm trying to follow directions.
MR. MATHEWS: When I object to the form and say, "Please answer" --
THE WITNESS: Okay.

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MR. MATTHEWS: -- by all means, please do so.
BY MS. BLOODGOOD:
A. I don't think she knew I was the one that was going to interview her.
Q. Why didn't you tell her that?
A. I didn't get to talk to her. I talked to the parent.
Q. The parent wouldn't let her talk to you?
A. She said she wouldn't let her talk to anyone.
Q. Okay. So all you have is the student statement to the police, the bus driver's statement. What else -- what other things did you have?
A. There were, I think, two other staff members who wrote statements. I believe Jessica Smith wrote a statement and I think the student concern specialist wrote a statement.
Q. Who was that?
A. What is his name? His first name is Dion. I believe Davis, Dion Davis.
Q. Okay. Who was responsible for determining that the District was going to do an investigation? Was that your call or was it Cindy Ambrose or Terri -- I guess it would have been Terri Nichols' call? Or how did that work? Who decides when there's going to be an

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investigation?
A. Well, my supervisor at the time was Michele English-Watson, direct supervisor. So she and I discussed it. And I told her that, you know, we would have to look into this. So we decided that we needed to talk to employee relations about an investigation.
Q. And that was Friday afternoon, on the 22nd?
A. Yes.
Q. Okay. So you discussed it. And you recommended an investigation to her, and she agreed?
A. Well, I recommended that we get ER involved, which typically means an investigation, yes.
Q. Okay.
A. Employee relations, sorry.
Q. And are principals who are being investigated by ER always put on leave?
A. I cannot tell you that's always what happens.
Q. Okay. Why did you put Dr. HaLevi on leave?
A. I felt this incident was very serious.
Q. Did anyone tell you to put Dr. HaLevi on leave?
A. No, ma'am.
Q. So that was your decision, entirely?
A. I asked if we should. And we discussed putting him on leave.

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Q. Okay. Who did you ask?
A. Michele English-Watson.
Q. And you and she were the only ones responsible for the decision to put Dr. HaLevi on leave?
A. We had another conversation with a larger group on Sunday evening, just to vet that idea.
Q. Was this before you put him on leave or after?
A. Before.
Q. Where was that meeting?
A. It was on the phone.
Q. Who was on that telephone call?
A. Obviously, Michele and I were. Bill Briggman, Dr. Postlewait, I think Erica Taylor. I'm not sure if Mike Reidenbach was on that call or not. And John Emerson.
MR. MATTHEWS: Let me interpose something right now. Mr. Emerson, at the time, was the in-house counsel for the Charleston County School District. Ms. Bloodgood and I have discussed this already, that it appears to relate to a conference call or some meeting that was had. I also believe, from your notes, that a Ms. Jborowi, J-b-o-r-o-w-i -- does that name ring a bell?

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THE WITNESS: Oh, Jeff Borowi.
MR. MATTHEWS: Okay. To the extent that Mr. Emerson was on the call and was giving legal advice, those matters would be privileged. However, there may be some matters that Ms. Bloodgood can discuss with you, that are not privileged. Of course, I'll be listening to the questions. If I believe that an answer requires an intrusion -- of a complete answer requires an intrusion of that privilege, I'll direct you not to answer. Otherwise, she would have every right to question you regarding matters that are not privileged. So --
THE WITNESS: Okay.
MR. MATTHEWS: -- the only time -- again, the only time that you should not answer one of Ms. Bloodgood's questions is if I'm directing you not to answer on some ground of privilege.
BY MS. BLOODGOOD:
Q. What time did you call Dr. HaLevi to tell him he was on leave, approximately?
A. I don't know the exact time, but I have it written down in my notes.
Q. Are those notes that were produced to me today? Yeah, okay.
A. Looks like 8:45.

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Q. Okay. What time was the phone call with all the people you just told me about?
A. I don't know. Prior to that.
Q. Okay. How long, approximately, did that phone call last?
A. I'm sorry, which phone call?
Q. The phone call with all the people from the District.
A. I don't know. Fifteen minutes, maybe.
Q. And who scheduled that call or organized that call?
A. I don't remember who organized the call.
Q. Did you organize the call?
A. I don't believe I organized that call.
Q. Okay. And prior to that call, had you already made the decision with English-Watson that you were going to put Dr. HaLevi on leave?
A. That was our -- that was my recommendation.
Q. Okay. So that was the evening of the 24th, correct?
A. The phone call with all those people?
Q. Yes, the phone call.
A. Was the 24th, yes.
Q. Did you also have a meeting with these people or was this just a phone call?

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A. Just a phone call that night.
Q. Okay. Whose responsibility was it to determine who was going to handle the job functions of program director while Mr. -- while Dr. HaLevi was on leave?
A. So I had to find a replacement for him while he was on leave.
Q. Okay. And why did you find a replacement?
A. He's the only administrator in that building.
Q. Okay. Did you know how long he was going to be on leave? Did you have an idea whether it was going to be a few days or a few weeks?
A. No, ma'am.
Q. All right. But you decided a replacement was necessary?
A. Initially, we had different people covering the school.
Q. Did you have somebody named John O'Connell come in and say -- and tell the students he was the program director?
A. I did have John O'Connell covering certain dates. I don't know what he told the children. But he was a program director for me in another place.
Q. Where was he program director?

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A. Summit program.
Q. Okay. So he filled in at Clark, for a while?
A. He was part of a rotation of people who filled in, for a while.
Q. Okay. Are you aware of statements he made that were derogatory about Dr. HaLevi while he was there?
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
A. I am not.
Q. Okay. And then, on -- when did you make a decision to permanently put a new program director at Clark?
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
A. I met -- I didn't have an administrator that I could put there full time. He was in -- Mr. O'Connell was part of a rotation of people. And I met with Bill Briggman, because I needed somebody. If he was going to -- if Mr. Hall -- Dr. HaLevi was going to be out, I needed something more stable than different people every day, and so I asked another

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level leader if they had someone who could help out. That was the end of April, beginning of May.
Q. And who is Merriweather?
A. That's the person that the other level director was able to provide to me, to cover.
Q. She was an assistant principal at Burke?
A. Correct.
Q. She was already over as program director the end of the week, that first week, wasn't she?
A. Which week?
Q. The 29th. Didn't she start at over at Clark on the 29th or the 30th?
A. I don't know exactly what day she started. I don't remember the exact day.
Q. Did you call Dr. HaLevi and say that you had a replacement for him?
A. I did call him on, looks like, May 2nd.
Q. But he had already heard on the street that Merriweather had emailed all her colleagues and said that she was the interim program director the week before, correct?
A. I don't know what day --
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:

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A. I don't know what day of the week that is, the 2nd. But I know that we met with -- Mr. Briggman and I met with Ms. Merriweather, to ask her if she would be interested in coverage.
Q. Is it possible you met or you had already decided and communicated to other staff members that she was going to be the new program director before you even finished your investigation on the 30th?
A. We decided to place her there until Dr. HaLevi returned, when I called him.
Q. Before you finished your investigation, correct?
MR. MATTHEWS: Object to the form.
BY MS. BLOODGOOD:
A. We needed someone there. Yes.
Q. Okay. Would it have been your responsibility to contact Dr. HaLevi and tell him that you were replacing him the week after this incident?
A. I contacted him out of courtesy, to tell him that we were placing someone there, rather than doing a rotation.
Q. When did you do that?
A. May 2nd.
Q. After the person had already been placed, right?

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A. The decision was made. We met with her. But she didn't start until May 2nd, from what I remember.
Q. Had you ever removed a principal from a school before?
A. No, ma'am.
Q. Do you consider that a professional way to handle someone that's been with the School District as long as he had?
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
A. He was not removed. She was there to fill in during the investigation, until he returned.
Q. He never returned, did he?
A. No, ma'am.
Q. Now, what do you know about a neighbor contacting Dr. HaLevi to tell him that he was being replaced by Merriweather?
A. When I spoke to Dr. HaLevi on the phone, he mentioned that he had already found out in the community.
Q. Did you ever apologize to Dr. HaLevi about how his removal was handled?
MR. MATTHEWS: Object to the form. Please answer.

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BY MS. BLOODGOOD:
A. I believe on the phone I told him that I apologized that he heard that there first.
Q. That's all you apologized for, was that he heard it on the street?
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
A. Yes, ma'am.
Q. Now, you're aware that Dr. HaLevi wrote a letter on May 1st to the Post and Courier complaining about his treatment, right?
A. Yes, ma'am.
Q. Were you unhappy that he wrote that letter?
A. I guess you could say I was unhappy.
Q. And you made comments about that things would get much worse for Dr. HaLevi, to other employees, didn't you?
A. I do not remember saying that.
Q. Possible that you said that?
A. I don't remember saying it.
Q. Is it a violation of Charleston County School District policy for punishing people who contact the media?
A. No, ma'am.

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Q. Is there any policy that says employees cannot contact the media?
A. I'm not sure.
Q. Okay. Are you familiar with the grievance policy at the District?
A. I am now, yes.
Q. Were you aware that in April of 2016, that the grievance policy was being changed and it was a work in progress?
A. I was.
Q. How were you aware of that?
A. Not until I was part of the grievance process.
Q. Okay. The fact that the grievance process was being changed at that time, was that confusing for you, to have to work with it?
A. No, ma'am.
Q. Well, why would a grievance process require Dr. HaLevi to appear before people who had no input at all into the decision to remove him?
A. I can't speak to the why the process is the way it is.
Q. Or at that point, there was -- it was an in-between process, correct?
MR. MATTHEWS: Object to the form. Please answer.

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BY MS. BLOODGOOD:
A. No, there was a process in writing.
Q. It was a process that was being revised by an attorney, at the time?
A. I'm not sure.
Q. Are you aware that there was a process in writing and there was a new process being developed?
A. I'm -- no.
Q. And you played some role in that grievance process, as his supervisor, correct?
A. Yes, ma'am.
Q. And what was your role, to your knowledge, your understanding of what your role was?
A. I received a copy of his grievance. And my role was to meet with him and listen to his information, and whatever information he provided, and then respond.
Q. Why did you choose not to respond to several issues that were raised in Dr. HaLevi's grievance?
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
A. There were some of them that I have no authority over to answer.

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Q. What do you mean by that?
A. One was about a board member's comments, which I cannot -- I do not have any purview over the board. I remember that one.
Q. Okay. Did you receive any direction from any of your supervisors on how to handle the grievance?
A. Not from my supervisors.
Q. Who did you receive direction from?
A. I received assistance from employee relations.
Q. That would be Beverly Varnado and Will Suggs?
A. Not Beverly Varnado. Will Suggs and Yvonne Marshall sat in when I met with Dr. HaLevi, and also an attorney.
Q. I don't want --
A. Ms. White.
Q. I don't want to know about --
A. Okay.
Q. -- an attorney.
Okay. Have you read Dr. HaLevi's Complaint?
A. The grievance?
Q. No, the Complaint that he filed in court, that we're here about today?
MR. MATTHEWS: It looks like this.

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BY MS. BLOODGOOD:
A. I have seen it.
Q. Okay. Have you spoken -- and I don't want to know any conversations with a lawyer. But have you spoken to any employees about Dr. HaLevi's complaint or the issues in the Complaint?
A. No, ma'am. I just saw it.
Q. Okay. Did you attend the State Board of Education hearing regarding Dr. HaLevi?
A. I was not in the hearing.
Q. Were you in Columbia?
A. No, ma'am.
Q. Okay. There was a hearing in Columbia, and I just want to know if you were at that hearing?
A. No, ma'am.
Q. Okay. So you did not testify. Did you provide any information to the State Board regarding Dr. HaLevi?
A. I did not.
Q. Okay. Are you aware of the State Board of Education's conclusions regarding Dr. HaLevi and the incident on April 22nd?
A. Only what I read in the Complaint.
Q. Okay. Do you know who turned in Dr. HaLevi to the State Board of Education?

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THE WITNESS: Can I ask you a question?
BY MS. BLOODGOOD:
Q. No.
MR. MATTHEWS: Well, you can.
BY MS. BLOODGOOD:
Q. If you don't know, that's okay.
MR. MATTHEWS: The only thing you can refer to me about is if you think that an answer might implement a ground of privilege.
THE WITNESS: Yeah, that's --
BY MS. BLOODGOOD:
Q. I don't want to know -- okay. I don't want to know about attorneys.
A. Okay.
Q. So --
MR. MATTHEWS: Let me -- I don't want to do this in public. But just to give you a little warm, fuzzy. If the information that's responsive to Ms. Bloodgood's question is something you got from an attorney, during an attorney-client discussion, that would be privileged. You could just tell her tell, Ms. Bloodgood, that. That would be a good response. If it's not -- if it's not privileged; then you need to answer Ms. Bloodgood's question.
BY MS. BLOODGOOD:

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Q. Let me ask it this way.
Do you know from, not speaking to an attorney but from speaking to somebody else, who turned in Dr. HaLevi to the state department?
A. No, ma'am.
Q. Okay.
MR. MATTHEWS: Actually, Nancy, let me -- let me talk to her for a minute about that very subject. If there's a way to answer the question more directly, I'd like her to. And if there's -- I just want to see if there's a way that she can do that.
MS. BLOODGOOD: Okay. We'll take a break.
(A brief recess was taken.)
BY MS. BLOODGOOD:
Q. So let me ask you: What is your understanding how the state department became aware of the Dr. HaLevi issue?
A. It is my understanding that they contacted us, because of the news reports, and that they wanted to open an investigation.
Q. Okay. Are you aware or did you cooperate personally with the state department's investigation or are you aware of anyone at the District who did?
A. Yes, ma'am.
Q. Okay. Who at the District?

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A. Mr. Emerson.
Q. Okay. I don't want to know about that, either.
Anyone besides Mr. Emerson?
A. So I -- the hearing was actually in Charleston, one of them --
Q. Okay.
A. -- at least.
Q. Right.
A. I helped with the space to hold that hearing.
Q. Okay.
A. And I contacted the witnesses that they requested.
Q. Okay. That was your involvement with that issue?
A. Right, except for keeping the building open for them, yes.
Q. Okay. Now, why are there cameras on school buses?
A. Because a lot of things happen on school buses and we'd like to have another set of eyes on the buses.
Q. Right. And do you know whether the cameras were working on the school bus that Ms. Hamilton was on, on April 22nd?

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A. That bus was a loaner bus from another district, and it did not have cameras.
Q. How do you know that?
A. Mr. Scott told me that.
Q. When did he tell you that?
A. I'm not sure of the exact date.
Q. Your understanding, it was a loaned school bus that had no cameras on it?
A. Correct.
Q. Okay. Did you ask -- when you interviewed students, did you ask to review the cell phones, to see if any of them took videos on April 22nd of this incident?
A. Yes, ma'am, I did.
Q. Did you review any of the cell phones of the students?
A. No, ma'am.
Q. Did any of them take videos?
A. None of them -- none of them reported taking videos.
Q. Approximately how many students did you talk to?
A. At least six, I believe.
Q. Okay. Do you have any training from the District as to what actions to take when an incident

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occurs that suggests there could be possible future litigation?
MR. MATTHEWS: Again --
BY MS. BLOODGOOD:
Q. Just asking about training. Have you had any training?
MR. MATTHEWS: You can answer that question; Again, if Mr. Emerson was delivering you some advice, don't answer on the basis of that. However, if it's general training that you can recall, you can answer that question.
BY MS. BLOODGOOD:
A. I mean, years of experience of investigating and working with employee relations. I don't remember a formal, sit-down training.
Q. Yeah, that was my question. Any training, actual training, on how to handle a situation that might turn into something litigious?
A. I mean, employee relations does do things with principals, in principal meetings. But I can't recall what those might be or when they were.
Q. Okay. All right. So you don't recall any formal training on that issue?
A. No.
Q. Okay. So Clark isn't the only school with

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dress code issues, right?
A. Correct.
Q. There are significant issues with dress code, or have been in the past, at Moultrie and School of the Arts, also, correct?
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
A. I would say many schools have dress code issues.
Q. Were the principals at Moultrie or School of the Arts ever suspended or removed regarding their actions to enforce the dress code?
A. I would not know.
Q. Did you ever look into how other principals were treated before you removed Dr. HaLevi as program director at Clark?
A. I did not remove him as program director when I placed him on leave. That's why I have to ask my supervisor, to make sure that we're in agreement, and employee relations, as well.
Q. You recommended his leave?
A. Correct.
Q. And you recommended his removal, correct?
A. I recommended his leave.

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Q. Who recommended -- who decided the removal?
A. I do not know the answer to that question.
Q. Were you instructed to remove him?
A. No, ma'am.
Q. Okay. You recommended his leave. He was placed on leave on Sunday night, after a Friday afternoon incident.
At some point, there was a decision to bring Merriweather on as program director. Who made the decision to bring Merriweather over?
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
A. I requested additional support because my staff couldn't continue to cover the building and do our other jobs.
Q. And Merriweather stayed as program director for how long?
A. Until the end of the school year.
Q. Okay. And were you involved in the decision to put Dr. HaLevi in a teaching position the next school year?
A. No, ma'am.
Q. Who made that decision?
A. I'm not sure.

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Q. Were you involved in a decision to retain Merriweather as program director for the entire school year in 2016, ending 2016?
A. She remained as the interim during his entire leave, yes.
Q. Okay. Were there any conversations about bringing Dr. HaLevi back?
A. I did ask employee relations if we were going to bring him back, and I never received a positive answer to that, that he was coming back.
Q. So it was employee relations' responsibility to decide whether or not Dr. HaLevi was coming back?
MR. MATTHEWS: Object to the form.
BY MS. BLOODGOOD:
A. No, ma'am. That -- that was just who I spoke to, because they were the lead on the investigation. They house all of our investigative information.
Q. Was the investigation over by the end of the school year?
A. I believe so.
Q. Okay. Did anyone approach you over the summer and say, We're bringing Dr. -- let's bring Dr. HaLevi back the beginning of the school year in August?
A. Bring him back where?

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Q. As program director at Clark?
A. No, ma'am.
Q. Did you have any conversations about bringing Dr. HaLevi back to his position as program director at Clark in August?
A. Just that he was not going to come back.
Q. Tell me about that conversation or conversations about him not coming back. What do you recall about that?
A. So Michele English-Watson and I actually met with him in May. And she gave him a letter stating that he was not going to be back as the program director.
Q. Did she write that letter?
A. I believe so.
Q. Did you have input into that letter?
A. No, ma'am.
Q. Did you see the letter before she gave it to him?
A. I don't remember.
Q. Were you surprised that he wasn't coming back?
A. No, ma'am.
Q. Why not?
A. Because the incident was very serious. And

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there had been a few other -- like, the contract issuance issue. And he was the only administrator there. And we needed a strong person to be able to do that.
Q. The contract issue are the two contracts that you talked about earlier? Is there anything else to the contract issue that you haven't told me about?
A. I don't believe so.
Q. So the two issues that had been resolved prior to the time that this incident occurred were a reason for keeping him out as program director at Clark?
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
A. I'm not sure everything that was used in that decision. But this incident was definitely problematic and, I know, led to -- was part of what led to that decision.
Q. When you say "this incident," you're talking about the bus incident?
A. Yes, ma'am.
Q. If a school has a dress code, should the principal enforce it?
A. Yes, ma'am.

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Q. Who is Jesse Smith; do you know?
A. I do not know Jesse Smith.
Q. Okay. Do you know a Kathleen McClain?
A. Yes, school resource officer.
Q. That's the school resource officer who you were -- the female that you were referring to before?
A. Yes, ma'am.
Q. Okay. Is it appropriate for Dr. HaLevi to send a female guidance counselor or a female resource officer to retrieve a female student from her class and ask her to come to his office?
A. Yes.
Q. Were you aware that on April 22nd, Ms. Hamilton refused to go Dr. HaLevi's office?
A. Yes.
Q. How did you become aware of that?
A. I believe he told me.
Q. Was that in that 15-minute conversation?
A. Yes, ma'am.
Q. Okay. Were you aware that Ms. Hamilton's mother was called and told she could either bring her daughter appropriate clothing, take her daughter home, or her daughter could wear the scrubs all day?
A. Yes, ma'am.
Q. Did Dr. HaLevi tell you he had called the

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mother and told her that?
A. I believe so, yes.
Q. Okay. Were you aware that Ms. Hamilton's mother scolded Ms. Hamilton over the phone that day?
A. I don't -- I don't think so.
Q. Okay. No one told you that?
A. I don't remember that part.
Q. Were you aware that Ms. Hamilton missed an English test that day, due to the dress code violation?
A. I don't remember that detail.
Q. Okay. Were you aware that Ms. Hamilton agreed, after lunch that day, to wear the scrub pants, and that she attended class during the afternoon?
A. Yes, ma'am.
Q. Did Dr. HaLevi tell you that?
A. I believe -- yes, ma'am, I believe so.
Q. Were you aware that Dr. HaLevi saw Ms. Hamilton three to four times during the afternoon of the 22nd and that she was -- Ms. Hamilton was wearing the scrubs all the time, every time he saw her?
A. I don't know if it was three or four times, but I know he said he saw her.
Q. In the scrubs?

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A. Yes.
Q. And he told you that?
A. Yes.
Q. Was that in the phone call, too?
A. I believe so. Yes.
Q. Were you aware that Ms. Hamilton was provided the scrubs to wear and given the in-school suspension because she refused to meet with Dr. HaLevi in the office?
A. I know she was provided the scrubs. I'm not sure about in-school suspension.
Q. You didn't know that she received in-school suspension that day?
A. I don't remember that, but...
Q. Okay. If a student refuses to go to the principal when asked, would it be appropriate to give in-school suspension to the student?
A. It could be.
Q. Okay. Were you aware that students who arrive at Clark with dress code violations are routinely provided scrubs to wear that have to be returned at the end of the day?
A. I am aware they provide clothing. I wasn't aware of how they got them back.
Q. Okay. Well, would it be appropriate to

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require the student to return it at the end of the day?
A. I've seen them return it the end of the day or the next day.
Q. Okay. Well, the next day, in this case, would have been a Saturday, right?
A. Well, the next school day.
Q. Is there any problem with a principal saying you can stay at school with your dress code violation, put the scrubs on under your dress, and return them to me at the end of the day? Any problem doing that?
A. No.
Q. It's certainly preferable to keep students in class, rather than send them home because of a dress code violation, right?
A. Yes.
Q. Are you aware that Ms. Hamilton was told to return the scrub pants to the principal's office before she got on the bus to go to school -- to leave school that day?
A. Yes, I believe I was told that.
Q. And you're aware that she did not return the scrubs, right?
A. Yes.
Q. And you were aware that a resource officer

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named Dion Davis went to the bus and asked for the scrubs, and that Ms. Hamilton cursed at him?
A. With -- well, he's a student concern specialist.
Q. Student concern specialist?
A. Yes.
Q. Okay.
A. Yes, I was.
Q. Okay. And were you told that by Dion Davis or were you told that by Dr. HaLevi?
A. I believe both of them.
Q. Okay. And so you were aware that only after Dion Davis reported to Dr. HaLevi that Ms. Hamilton refused to return the scrubs did Dr. HaLevi go to the bus?
A. Yes.
Q. And you're aware that Dr. HaLevi could not see Ms. Hamilton at the back of the bus, where she was seated, because he was in the front of the bus, correct?
A. He was in the front of the bus for part of the time.
Q. Is it your understanding that he ever left anywhere other than the front of the bus and the steps going up and down the bus?

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A. Yes, I believe he did leave that front of the bus.
Q. What is that belief based on?
A. What he told me, and the student statements, and the driver statement.
Q. And you understand that the driver's statement was found not believable by the Department of State?
MR. MATTHEWS: Object to the form.
BY MS. BLOODGOOD:
A. That -- I was not aware.
Q. Could you be mistaken about Dr. HaLevi telling you that he was anywhere on that bus other than the very front of it?
A. No, ma'am, because he mentioned that he knelt down and spoke to a student in the middle of the bus.
Q. What did he tell you about that? Tell me about that.
A. I remember he said he asked a student to try to help him calm down the situation.
Q. Okay. Not Ms. Hamilton, a different student?
A. A different student.
Q. Okay. And what's significant about that? Did he do anything wrong by talking to that student?
A. No, ma'am. He just indicated that that was

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in the middle of the bus. He walked there.
Q. Did he say he went to the middle of the bus, or that he called to a student who was in the middle of the bus?
A. I don't know if he told me he went to the middle or if the statement said he was in the middle. But he mentioned that he went there, and he knelt down and talked to somebody.
Q. Did you go on that bus to see how high the seats were on the bus and whether or not Dr. HaLevi could have seen Ms. Hamilton at the back of the bus?
A. I did not go on that particular bus.
Q. Do you know whether or not Dr. HaLevi could have seen Ms. Hamilton when she was seated at the back of the bus and known what she had on?
A. Can you repeat that?
Q. Do you know whether or not Dr. HaLevi, from the front of the bus, could have seen what Ms. Hamilton was wearing when she was seated at the back of the bus?
A. I do not know.
Q. Is there any reason for you to believe that Dr. HaLevi knew anything other than Ms. Hamilton was returning home in the same clothes that she had arrived to school at?

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MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
A. Can you repeat that?
Q. Was there any reason for you to believe -- do you have any evidence that Dr. HaLevi did not know that Ms. Hamilton was returning to school -- from school in different clothes than she had arrived to school at and the clothes that he had seen her in all day?
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
Q. Let me ask it this way.
A. Okay.
Q. Did you know that Ms. Hamilton changed clothes with a friend before she got on the bus?
MR. MATTHEWS: Object to the form.
BY MS. BLOODGOOD:
A. Did I know that?
Q. Yes.
A. After the investigation, I did, yes.
Q. Okay. So did you -- do you have any reason to believe that Dr. HaLevi knew that at the time he was standing in front of the bus?
A. No.

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Q. So it's possible Dr. HaLevi, who had seen Ms. Hamilton several times in the clothes she had -- in the scrubs under the clothes she had worn to school, had no idea that right before school ended she had switched clothes with a friend and was wearing different clothes than he had seen that morning, correct?

MR. MATTHEWS: Object to the form. Please answer.

BY MS. BLOODGOOD:

A. I don't know what he knew, but I assume that's...

Q. You don't have any evidence that he knew she changed her clothes, do you?

A. Correct.

Q. Now, after you found out she changed her clothes and she was wearing different clothes than she had arrived at school at, did you go -- did you change your mind about whether Dr. HaLevi had made a correct decision telling her to return the scrubs?

MR. MATTHEWS: Object to the form.

BY MS. BLOODGOOD:

A. No. I still believed that he shouldn't have demanded the pants back from her on the bus, in front of all the kids.

Q. Well, she arrived at school without the

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pants, in a dress that was in violation of the dress code, right?

A. Correct.

Q. What's the problem with sending her home on the bus in the same dress she arrived at, that was in violation of the dress code?

MR. MATTHEWS: Object to the form. Please answer.

BY MS. BLOODGOOD:

A. If he didn't know exactly what she had on, demanding the pants in front of all those students is a power struggle that an administrator shouldn't get in.

Q. If he knew what she had she when came to school, and he knew what she looked like when she was in school, and she was returning in a -- just home in a dress that was too short, what was wrong with requiring her to hand those scrubs back?

MR. MATTHEWS: Object to the form. Please answer.

BY MS. BLOODGOOD:

A. I would think before you demanded it, you would make sure of what she had on.

Q. Because you think that, you took somebody who had been with Charleston County 16 years, Teacher of the Year in Charleston County, and put him on leave and

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removed him from his job?

MR. MATTHEWS: Objection. Argumentative. Please answer.

Q. Right?

MR. MATTHEWS: Please answer.

BY MS. BLOODGOOD:

Q. Based on that?

A. I placed him on leave. I did not decide to remove him from the school.

Q. Did you ever speak up and say to anybody, He hasn't done anything criminal? Or, He hasn't -- he's a good principal? He's done a good job? Did you ever say that to anybody?

MR. MATTHEWS: Object to the form. Please answer.

BY MS. BLOODGOOD:

A. I did say that I didn't think that he intended to have the student on the bus without any clothes on her.

Q. Were you aware that when Dr. HaLevi heard that she -- that Ms. Hamilton was claiming she didn't have any other pants on, that he gave the scrubs -- that he threw the scrub pants back to the back of the bus and got off the bus?

MR. MATTHEWS: Object. I'm not the witness;

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you're the witness.

BY MS. BLOODGOOD:

Q. You can answer.

MR. MATTHEWS: If you understand her question, please answer.

BY MS. BLOODGOOD:

A. I would like you to say it one more time for me.

Q. Were you aware that after Dr. HaLevi heard the yelling that she didn't have pants, that he threw the scrub pants back to the back of the bus, to her?

A. I'm not sure that's exactly the way that happened.

Q. Well, how do you know exactly --

A. I'd have to review --

Q. -- what happened?

A. -- the statements again.

Q. What do you think happened?

MR. MATTHEWS: Object to the form. Please answer.

BY MS. BLOODGOOD:

A. I believe he was already off the bus before the pants were given back.

Q. Why do you believe that?

A. I'm not positive. I'd have to look at the

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statements.
Q. That'd be a pretty important fact, wouldn't it?
A. I'm not sure it changes the fact that the student is still undressed on the bus.
Q. Did you confirm in your investigation that Ms. Hamilton had gotten out of class ten minutes early and switched clothes with a friend?
A. Yes.
Q. Did you confirm in your investigation that Dr. HaLevi asked the mother to meet with him that afternoon and she refused?
A. I knew there was an issue with meeting with her that afternoon. I don't remember exactly what it was. That's why it was set for Monday.
Q. Have you ever had any conversations with Dr. Postlewait about Dr. HaLevi and this incident?
A. Yes.
Q. Okay. Tell me about those.
A. Well, one was the conference call on August 24th.
Q. Okay. What else? April 24th?
A. What did I say? April 24th, yeah.
Q. Yeah, okay.
A. I don't think anything else.

Q. You've never talked to her again?
A. I don't remember.--
MR. MATTHEWS: Object to the form.
BY MS. BLOODGOOD:
A. I don't remember having a conversation about that specific incident with her again.
Q. Okay. So the only conversation you ever had with Dr. Postlewait regarding this incident occurred on Sunday evening, afterwards?
MR. MATTHEWS: Object to the form.
BY MS. BLOODGOOD:
A. I believe so.
Q. Have you ever had any conversations with any current board member or former board member of CCSD regarding this incident? When I say "this incident," I mean the April 22nd bus incident.
A. I was asked to brief the board, after the incident, on my initial findings.
Q. Okay. And who asked you to do that?
A. I don't remember exactly who asked me.
Q. Did you brief the board?
A. Yes.
Q. When was that?
A. I do not know the date, but it was -- I know it was a board meeting executive session.

Q. What did you tell them?
A. I told them actually just what I said, that I didn't think he intentionally had the student on the bus without pants on.
Q. Did you tell them that you had spoken to Dr. HaLevi at that point for only a few minutes, on the phone?
A. No, ma'am, I don't believe so.
Q. Did you tell them that the student had switched clothes with a friend before she left the school building?
A. No, ma'am.
Q. You probably didn't tell them that Dr. HaLevi had been in the front of the bus only, correct?
MR. MATTHEWS: Object to the form.
BY MS. BLOODGOOD:
A. I wouldn't have said that because I don't believe that to be true.
Q. Did you tell them that Ms. Hamilton was a discipline problem?
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
A. I do believe that I stated she had some behavioral issues, yes.

Q. Did any of the board members say, Why don't you get back to Dr. HaLevi and get his side of the story? MR. MATTHEWS: Object to the form.
BY MS. BLOODGOOD:
A. I wasn't there for a conversation, so I don't remember them asking me questions.
Q. Did you tell Dr. HaLevi that you were going to talk to him -- about him to the board?
A. No, ma'am.
Q. Why not?
A. I don't -- didn't think that that was for me to tell him.
Q. Do you have -- does the District have, to your knowledge, or you have in your possession, any training documents or materials that tell principals how to deal with dress code issues?
A. Currently or at that time?
Q. Let's do both.
At the time, were there any?
A. So schools have their own handbooks. We had a code of conduct that addressed what level that violation would be and what possible consequences could be for that.
Q. My question was: Does the District have any training materials for administrators, principals,

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assistant principals, on how to handle dress code issues?
A. I don't believe so.
Q. And that would be back then and currently?
A. Well, currently, we have a progressive discipline plan which tells them how to -- what consequences should be aligned to those kind of offenses.
Q. Okay.
A. We do training around that document, but not specifically around just dress code.
Q. So there's still no training on dress code. But back then, there was no training and there was no guidance to the principals in terms of progressive discipline?
MR. MATTHEWS: Object to the form.
BY MS. BLOODGOOD:
A. There was guidance. We had a Code of Conduct. We had suggested consequences. Now the guidance is just more consistent.
Q. But the consequences are for the student, right?
A. Correct.
Q. I'm talking about training for the administrators. There was no training for the

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administrators about dress code, how to handle dress code violations?
MR. MATTHEWS: Object to the form.
BY MS. BLOODGOOD:
A. Not that I remember.
Q. Are you aware now that different principals at different schools have been treated differently regarding their actions on dress code violations?
MR. MATTHEWS: Object to the form.
BY MS. BLOODGOOD:
A. I do not know the answer to that.
Q. Do principals receive training on how to handle disciplinary issues with students, how to handle children that are discipline problems? Do you have special training on that for principals?
A. Not mandatory training, but training that principals can choose to come to.
Q. Okay. Do you have any copies of documents or memorandum, or any materials, regarding dress code violations at either Moultrie or the School of the Arts?
A. I do not.
Q. Who would have information about dress code violations at Moultrie Middle or School of the Arts?
A. Let me back up. I mean, I could pull

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referral information about that, but not anything else.
Q. Where would referral information be?
A. That's housed in our referral system called Review 360.
Q. Review 360?
A. Uh-huh.
Q. That would have information as to dress code violations at Moultrie Middle and School of the Arts?
A. Any student's dress code violation is entered in there.
Q. Would it have -- okay. I'm more interested in how principals were treated after violations --
A. Oh.
Q. -- of dress code. Would you have any of that documentation?
A. I'm sorry, I misunderstood.
Q. That's okay.
A. No, ma'am.
Q. All right. Do you have any documents related to Erica Hamilton or this matter that you have not already turned over to Mr. Matthews?
A. I don't believe so.
Q. I'm going to show you some documents and just ask you some questions about them.
(Plaintiff's Exhibit No. 1 marked for

Page 85

identification.)
BY MS. BLOODGOOD:
Q. We have marked this memo as Exhibit No. 1. And it appears to be a memo to Dr. HaLevi from Bill Briggman, dated February 9, 2016, saying that you are now his direct supervisor, effective immediately.
Does that refresh your memory as to when you took over the position of interim director?
A. Yes. But it was before this date.
Q. Okay. How much before that date?
A. It was in January. This was not one of my schools, originally.
Q. Okay. And I really am only interested in when you became the supervisor for Dr. HaLevi. So is it accurate --
A. Yes.
Q. Does this document accurately reflect that on February 9th you became his supervisor?
A. Yes, ma'am.
(Plaintiff's Exhibit No. 2 marked for identification.)
BY MS. BLOODGOOD:
Q. Okay. Let's look at Plaintiff's Exhibit 2. And I'll ask you if you've ever seen this document before. I just want know if you've seen that before?

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A. Yes, ma'am.
Q. You have, okay. Where did you see that?
A. I'm not sure where I saw it first, if it was in the paper or if I...
Q. Yeah, I'm going to show you the paper article. But I'm mostly concerned if you actually saw the letter to the editor prior to the time it appeared in the paper, in the form that's in Exhibit 2?
A. I'm not positive.
(Plaintiff's Exhibit No. 3 marked for identification.)
BY MS. BLOODGOOD:
Q. Okay. Let me show you what we've marked as Exhibit 3. Do you recall seeing this article in the paper?
A. No. Actually, I remember this version, not the paper version.
Q. Okay. So you're pointing to Exhibit 2 --
A. Yes.
Q. -- you recall --
A. Yes.
Q. -- and not Exhibit 3? Okay.
Now, did you discuss Exhibit 2 with anyone?
A. I don't -- I don't remember.
(Plaintiff's Exhibit No. 4 marked for

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identification.)
BY MS. BLOODGOOD:
Q. Okay. Let me show you what's been marked as Plaintiff Exhibit 4. I'll just ask you to look that over for a minute.
You're copied on this letter. Do you recall receiving this letter or seeing it?
A. Yes, ma'am.
Q. This letter is dated May 3, 2016. And it says that there's been -- an investigation into issues has closed. Now, this is five school days after, six school days after the incident on Friday afternoon. And there's failure to manage the contract issues appropriately.
Those are the two issues you've testified about earlier?
A. Correct.
Q. Failure to manage a dress code situation appropriately. That's the bus incident, correct?
A. Correct.
Q. And failure to demonstrate sound leadership skills; what is that about?
A. During the investigation or -- afterwards -- during -- during that time frame, I was asked to look at all of these discipline referrals. And there were

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some that weren't dealt with consistently. There were lots that weren't processed. And there were some complaints from staff about inconsistency and consequences.
Q. You'd been a supervisor for two months. No problems until after this incident. Five days later, you're going to take him out of his position for the whole year, based on you going through his file and second-guessing how his -- he disciplines students?
MR. MATTHEWS: Objection, argumentative. But please answer, if you can.
BY MS. BLOODGOOD:
A. I didn't make the decision to remove him, but these things became apparent --
Q. Well, you went looking --
A. -- during my investigation.
Q. -- for them, right?
MR. MATTHEWS: Object to the form.
BY MS. BLOODGOOD:
A. I was asked to review.
Q. By whom?
MR. MATTHEWS: Hold on.
BY MS. BLOODGOOD:
Q. Don't tell me, if it's an attorney. But if it's --

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MR. MATTHEWS: Also, finish your answer. And Ms. Bloodgood's correct. If an attorney gave you some direction, that's privileged. However, you've been describing your investigation throughout the morning. By all means, you need to tell Ms. Bloodgood, if it's responsive to her question, about that investigation.
BY MS. BLOODGOOD:
A. So I was asked to review how dress codes were handled at the school, in the past. That's why I went in to look at the incidents about dress codes in the system, to see how they were managed.
Q. Well, this doesn't -- No. 3 isn't about dress codes. It says, Non-compliant on a regular -- or disobedient on a regular basis, lack of meaningful disciplinary consequences, profanity.
This has nothing to do with the incident on April 22nd. These are all other incidents you've looked up and found, right?
A. Correct. When you go in the system to look at incidents, you can see everything. So patterns began to emerge, when you look at that.
Q. You didn't talk to Dr. HaLevi about any of these patterns, did you?
A. I did not.
Q. Never?

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A. I did not.
Q. Because you had only been there two months, right?
A. Correct.
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
Q. You gave him the letter what time on Monday, Exhibit 4?
A. I don't know if it was on Monday. I have notes that we met on the 4th of May.
Q. Okay. It was written on Monday. You might have given it to him the next day?
A. 4 p.m. is what my notes say.
Q. Did you write this letter?
A. I did not.
Q. Okay. Is it your understanding that Ms. English-Watson wrote it?
Well, let me ask you: Who -- do you know who wrote it?
A. I do not. It's signed by Michele, so...
Q. Does Ms. English-Watson usually write her own letters?
A. I don't know.
MR. MATTHEWS: Object to the form. Please

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answer.
BY MS. BLOODGOOD:
A. I do not know.
(Plaintiff's Exhibit No. 5 marked for identification.)
BY MS. BLOODGOOD:
Q. Okay. Let me show you what's been marked as Plaintiff Exhibit 5, and ask you to look at that for a minute.
This is a letter dated May 9, 2016, to Dr. Postlewait from Dr. Hall. Have you ever seen this letter before today?
A. Yes.
Q. Okay. How did you see it?
A. I saw it in --
Q. Okay, did -- let me rephrase that.
Did Dr. Postlewait show you this letter?
A. No, ma'am.
Q. Okay. And have you only recently seen it?
A. Correct.
Q. Okay. Did you have any conversations with Dr. Postlewait about a letter she had received from Dr. HaLevi?
A. I don't remember any.
Q. Okay. So this is a lengthy letter saying why

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the investigation, your investigation, was so bad, and addressing all of the issues. But Dr. Postlewait never got back to you and said -- gave you any of the information in this letter?
A. I don't remember that.
(Plaintiff's Exhibit No. 6 marked for identification.)
BY MS. BLOODGOOD:
Q. Okay. Let me show you Exhibit 6, and ask you to look at that. This is a December 12, 2016, letter from you to Dr. HaLevi responding to a grievance that he submitted November 7th and a meeting that you had, evidently, on November 28th.
Did you prepare this letter yourself?
A. Yes, ma'am.
Q. Okay. You wrote it?
A. I wrote it. I did have some -- I did have employee relations proofread it for me.
Q. Okay. Did you have to have any approval from any of your supervisors before it was sent?
A. No, ma'am.
(Plaintiff's Exhibit No. 7 marked for identification.)
BY MS. BLOODGOOD:
Q. Okay. I'm going to show you what we've

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marked as Plaintiff Exhibit 7. This is a letter dated January 26, 2017, to Dr. HaLevi from Michele English-Watson. And have you seen this letter before?
A. Not until recently.
Q. Okay. You were copied on it. Do you recall receiving it in January?
A. I was probably copied on the email of it.
Q. Okay. All right. And did you provide any input into Ms. English-Watson's letter?
A. No, ma'am.
Q. And Dr. HaLevi would have met with Ms. English Marshall [sic] because, at the time, she was your supervisor, correct?
A. Yes. She was -- at the time of this incident, she was my supervisor.
Q. Right. And the grievance process required him to start with you, and then move up the chain to your supervisor and so forth, correct?
A. Yes, ma'am.
Q. Okay. Did Ms. English-Watson ask you for any of your input before she wrote the letter, her response to the grievance? Did you discuss it?
A. No, ma'am.
(Plaintiff's Exhibit No. 8 marked for

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identification.)
BY MS. BLOODGOOD:
Q. Okay. Let's look at Plaintiff's Exhibit 8, I might have given you two copies. Yeah.
A. Yeah.
Q. Okay. This is a March 2, 2017, letter to Dr. HaLevi from Valerie Evans Harrison. And it appears to be her response to Dr. HaLevi's grievance appeal that she heard in February. And so what was Ms. Harrison's, or Dr. Harrison's, role in this April 22nd incident?
A. I don't think she had a role in the incident. She happened to be Ms. English-Watson's supervisor, later.
Q. Did she have anything at all -- does she have any knowledge at all as to what occurred on April 22, 2016?
A. I don't know the answer to that. I don't think she was here then, but I'm not sure.
(Plaintiff's Exhibit No. 9 marked for identification.)
BY MS. BLOODGOOD:
Q. Okay. Let me show you what we have marked as Plaintiff's Exhibit 9.
MR. MATTHEWS: I'm sorry, this is nine?
MS. BLOODGOOD: Nine.

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BY MS. BLOODGOOD:
Q. This is a May 10th letter to Dr. Postlewait from Dr. HaLevi. Had you ever seen this letter around May 10, 2017?
A. I have never seen this letter.
(Plaintiff's Exhibit No. 10 marked for identification.)
BY MS. BLOODGOOD:
Q. Okay. I'll hand you what we've marked as Exhibit 7 -- I'm sorry, 10. This is a May 11, 2017, letter from Postlewait to Dr. HaLevi.
Have you ever seen this letter before?
A. No, ma'am.
Q. So even though you were the supervisor and started the grievance process, you were never provided the final grievance recommendation by Dr. Postlewait?
A. I don't -- no.
(Plaintiff's Exhibit No. 11 marked for identification.)
BY MS. BLOODGOOD:
Q. Okay. Let me show you what's been marked as Plaintiff's Exhibit 11. These are emails between Dr. Postlewait and Dr. HaLevi. And I don't think you're copied on them. But my question to you is that -- were you aware that Dr. HaLevi wanted a hearing before the

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board? Was that something that you were made aware of --
A. No, ma'am.
Q. -- during this time? Okay.
And sitting here today, were you ever aware that Dr. HaLevi wanted a hearing in front of the board?
A. I don't think so. I don't remember that coming up in a conversation.
Q. Okay. Are you aware of administrators having the right to have a hearing before the District's board if they're removed from their position?
A. Can you repeat that?
Q. Yeah. Well, you're an administrator. Is it your understanding, if you were removed from your position, that in your grievance you would have a right to grieve it up to the board, the school board --
A. Not in a grievance.
Q. -- do you know?
A. I wouldn't think that in a grievance, no.
Q. Why not?
A. That's not the procedure that I've seen.
Q. Procedure under the old or the new process?
A. I only know the one I followed for this.
Q. Okay. Was that the old process?
A. It was the one that was provided by employee

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relations.
Q. Yeah. Are you aware that it's different from the current process, grievance process?
A. I have not had another grievance to work through, so...
(Plaintiff's Exhibit No. 12 marked for identification.)
BY MS. BLOODGOOD:
Q. Okay. Let me hand you what we have marked as Plaintiff's Exhibit 12.
I take it that you've never seen this document before?
A. No, ma'am.
Q. And this is a June 20, 2017, letter from Dr. HaLevi to the board of trustees. And you are mentioned in it a lot. Did no one at the board and Dr. Postlewait, or your supervisor, ever tell you about this letter?
A. I don't -- I mean, I don't really recall that. But, you're right. I mean, there are a lot...
Q. Some of things in it -- it says that on April 24th, that Sunday, when you called Dr. HaLevi and told him that he was on leave, that you told him he was only -- likely only going to be two days' leave.
Do you recall telling him that?

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A. No, ma'am.
Q. Do you recall telling him that it was primarily being done because of social media posts by the student's uncle?
A. I do remember that there were some threats involved in some of those.
Q. Threats by the uncle?
A. Uh-huh.
Q. Is that a yes?
A. I'm sorry, I was thinking. Yes. That jogged my memory about that.
Q. Do you recall Dr. HaLevi telling you that he wanted to talk to you first because he thought the absence would make it appear that he had done something wrong?
A. That seems like he could have said that.
Q. Okay. So you were never asked by anyone at the District to rebut or to address any of the information that's in this multipage letter to the board from Dr. HaLevi?
MR. MATTHEWS: Object to the form. Please answer
BY MS. BLOODGOOD:
A. I was asked to make sure that I turned over all of my investigative materials, but...

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(Plaintiff's Exhibit No. 13 marked for identification.)
BY MS. BLOODGOOD:
Q. Let me show you what we've marked as Plaintiff Exhibit 13. Have you ever seen this letter before?
A. No, ma'am.
Q. Were you aware that on June 29, 2017, the board denied Dr. HaLevi a hearing in front of them?
A. No, ma'am.
(Plaintiff's Exhibit No. 14 marked for identification)
BY MS. BLOODGOOD:
Q. Okay. And let me show you what we've marked as Plaintiff's Exhibit 15 -- I'm sorry, 14.
Look at that. I mostly want to know if you've ever seen it before?
A. No.
MR. MATTHEWS: I'm sorry, this is 14?
MS. BLOODGOOD: 14.
BY MS. BLOODGOOD:
A. No, I've not seen this.
Q. It's a hearing officer's report and recommendation from the State Board of Education. And I know you were not at a Columbia hearing. You

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testified you were at a hearing in Charleston; is that correct?
A. Correct.
Q. Okay. And no one at the District has ever told -- shown you the final -- or the report and recommendation of the hearing officer regarding Dr. HaLevi?
A. No. I have not seen this.
(Plaintiff's Exhibit No. 15 marked for identification.)
BY MS. BLOODGOOD:
Q. Okay. And have you ever seen what we've marked as Plaintiff's Exhibit 15, which is the dismissal of the case filed against Dr. HaLevi before the State Board of Education?
MR. MATTHEWS: This is Exhibit 15?
MS. BLOODGOOD: Exhibit 15.
BY MS. BLOODGOOD:
Q. Have you ever seen this before?
MR. MATTHEWS: You've marked "15" on here. Is this your document? I don't want to --
MS. BLOODGOOD: I just marked it for you.
MR. MATTHEWS: Okay, perfect.
BY MS. BLOODGOOD:
A. No, I've never seen this.

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Q. So no one at the District has ever gotten back in touch with you and told you that after a hearing with evidence and witnesses that the State Board of Education has found that HaLevi was unaware that the student had swapped clothes, that the testimony of the school resource officers corroborated Dr. HaLevi, that HaLevi did not act in an unprofessional manner, that he had a reasonable belief she came to school in the clothes that he was requesting the scrubs from, that she was leaving, and that there was insufficient evidence to justify discipline against Dr. HaLevi?
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
A. I've never seen this.
Q. This is September 12, 2017, over a year ago. None of your supervisors or no one at the board and Dr. Postlewait have never told you that all of the actions that were taken against Dr. HaLevi were found by the state board to be unjustified?
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
A. No.

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(Plaintiff's Exhibit No. 16 marked for identification.)

BY MS. BLOODGOOD:

Q. Okay. And then we have marked as Exhibit 16 something that you brought today. And I just want to go through it quickly. It's called an Information Trail. Is this a document that you do on the computer or do you have a book that this came out of?

A. These are just forms I have, that I use.

Q. Okay. To track just various issues?

A. Uh-huh.

Q. Okay. And so --

A. Yes, ma'am.

Q. -- is this documentation record file, Andrew HaLevi -- do you have a separate file on Andrew HaLevi or would this go into his personnel file?

A. No, these are my -- just my notes. They go in my file. I have one for all my principals.

Q. Do you have other documents in your file regarding Dr. HaLevi, other than this single document?

A. Yes, there are other things in there.

Q. Okay. Could you produce those to Mr. Matthews, so that he can show them to me?

A. Yes.

Q. Because I don't think I've seen your file. I've seen other files.

MR. MATTHEWS: Well, let's -- let's hold on one second. If there are documents that involve, of course, people like Mr. Emerson --

MS. BLOODGOOD: Well, you can redact. That's why she can produce them to you, Gene, and you can go through them.

MR. MATTHEWS: Yeah. Let's go off the record for a minute.

(Discussion held off the record.)

BY MS. BLOODGOOD:

Q. Let me just go through and clarify some of the -- you've had a chance to look this over. To your knowledge, it's accurate and it was done contemporaneously with the time --

A. Yes.

Q. -- that things occurred?

When you referred to "SRO," that's the school resource officer?

A. Yes.

Q. When you refer to "AH," that's Andrew HaLevi?

A. Yes, ma'am.

Q. When you refer to "MEW", that's Michele English-Watson?

A. Yes, ma'am.

Q. "ER" would be employee relations?

A. Yes, ma'am.

Q. What's C of command? Is that Mike Reidenbach? C of command?

A. Chain of command.

Q. Chain of command, okay.

Who is -- who would be the chain of command? Would that be Michele English-Watson, at that point, and then who?

A. She was my chain of command. And she was going to go up her chain of command.

Q. Who would her chain of command be?

A. At that time, I don't remember who her direct supervisor was at that time.

Q. Okay. Do you remember who her supervisor's supervisor would be?

A. I think it was Mary Runyon, but I'm not positive.

Q. And is the writing on the second page that looks a little bit different than the writing on the first page your writing or is that someone else's writing?

A. No, that's me.

Q. Okay. Regular email/Kelly, who is Kelly?

A. Kelly is a substitute service.

Q. I see. Okay. And E. Taylor is whom?

A. Erica Taylor.

Q. Erica Taylor. She's the PR person?

A. Director of communications, yes.

Q. Okay. I don't have any other questions. Thank you.

(The deposition concluded at 12:35 p.m.)

CERTIFICATE
STATE OF SOUTH CAROLINA:
COUNTY OF CHARLESTON:

I, MARY ANN RIDENOUR, Registered Professional Reporter and Notary Public, State of South Carolina at Large, certify that I was authorized to and did stenographically report the foregoing deposition of Jennifer Coker; and that the transcript is a true record of the testimony given by the witness, and was sworn as such.

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

WITNESS MY HAND AND OFFICIAL SEAL this 12th day of November, 2018, in the City of Charleston, County of Charleston, State of South Carolina.

Mary Ann Ridenour, RPR, CLR
and Notary Public
My commission expires:
March 14, 2021

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EXHIBIT 9

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News (/apps/pbcs.dll/section?category=PC16)

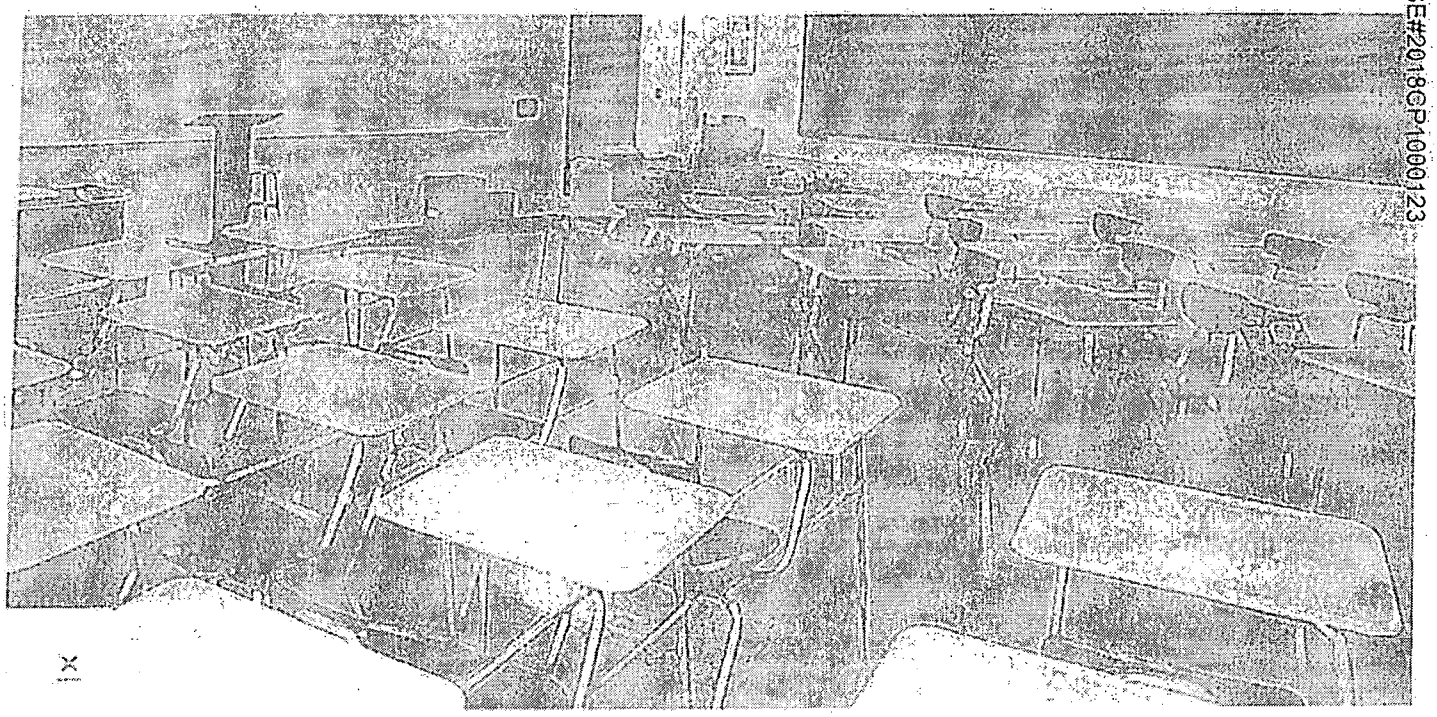
Clark Academy principal placed on leave

(/apps/pbcs.dll/personalia?ID=219)

Paul Bowers
(/apps/pbcs.dll/personalia?ID=219)

Email (mailto:pbowers@postandcourier.com) @paul_bowers
(https://twitter.com/#!/paul_bowers)

Apr 25 2016 1:33 pm Apr 25 10:02 pm



Parents and community leaders are calling for the firing of Septima P. Clark Corporate Academy's program director after he allegedly forced a 16-year-old student to sit on a school

bus in her panties following a dress code check Friday.

Charleston County School District spokesman Daniel Head said Program Director Andrew HaLevi has been placed on paid administrative leave.

"This is an ongoing investigation," the spokesman wrote in an email. "Once the investigation has concluded, we will take all necessary and appropriate corrective action."

According to a report filed with the Charleston County Sheriff's Office, HaLevi approached the student on Friday about her dress, "which he believed to be an inappropriate length." The student agreed to change into sweatpants provided by the school.

At the end of the school day, HaLevi told an employee to stop all school buses from leaving because he wanted the sweatpants back, according to an incident report. The school resource officer wrote that HaLevi entered a school bus and then exited it with the sweatpants in his hands.

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"At this time," the deputy wrote, the student "stuck her head out the window crying and began screaming that he was making her ride the bus without any pants on."

HaLevi re-entered the bus and spoke to some students, then left the bus without the sweatpants. The officer boarded the bus and found the student in the back row with the sweatpants next to her wearing a T-shirt, a zip-up sweatshirt and panties. Students on the bus said another student had the dress.

The officer wrote that she told HaLevi the student's mother would need to be called, and HaLevi agreed. "(HaLevi) re-entered the bus to speak with the students and advise them he didn't know she wasn't wearing the dress," according to the report.

A Sheriff's Office spokesperson said the case is still active but that no arrests have been made and no charges are pending.

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Linda Hamilton, who said she is the mother of the student in the incident report, said she wants HaLevi to be fired and arrested.

"She's been horrified by it," Hamilton said of her daughter. "At one point she was thinking about killing herself just knowing that everybody was going to know what happened to her."

The student, who asked to remain anonymous, said she had already worn the dress to school five times and that it met the dress code because the hem fell beneath her fingertips with her arms at her side.

Marvin Lamar Bowens, a member of the Constituent District 23 Board of Trustees, said he and other community activists are giving the district until Friday to fire HaLevi.

"If not, we're going to do a protest at the school," Bowens said.

Clark Academy is a districtwide alternative program on James Island for high school students who have fallen behind academically.

HaLevi previously taught at Burke High for more than a decade and was named the district's Teacher of the Year in 2000. He founded the Charleston Teacher Alliance, a teacher advocacy group, in 2003. He took over as program director at Clark Academy in 2008.

HaLevi responded to the allegations through his lawyer, Allan Holmes, saying, "The Family Educational Rights and Privacy Act (FERPA) does not allow for the public dissemination of student educational records. Without the consent of the Charleston County School District, we will not discuss the particulars of the baseless allegations made against Dr. HaLevi. We will unequivocally state that he has not engaged in any misconduct of any kind."

Holmes also wrote "extra clothing is kept at the school for students who come to school whose dress does not comply with the dress requirements of the CCSD Code of Conduct. For example, a student whose dress is too short might be required to wear a pair of sweat pants under her dress. She would also continue to wear her dress.

"Students are expected to return the extra clothing when the school day ends. However, no student would be required to return sweat pants if she told the school authorities that the sweat pants were her only garment."

Reach Paul Bowers at 843-937-5546 or twitter.com/paul_bowers.

Keywords

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Charleston County SCHOOL DISTRICT

FW: Dr. HaLevi

Bowers, Paul <pbowers@postandcourier.com> Wed, Jun 29, 2016 at 2:59 PM
To: "andrew_halevi@charleston.k12.sc.us" <andrew_halevi@charleston.k12.sc.us>

Dr. HaLevi,

I've reached out to your attorney seeking comment and haven't heard anything back yet. Let me know if you would be interested in commenting for a follow-up story today.

Paul Bowers

Reporter

The Post and Courier

o: 843.937.5546

c: 843.518.3979

From: Bowers, Paul
Sent: Wednesday, June 29, 2016 11:10 AM
To: 'Allan Holmes'
Subject: Dr. HaLevi

Allan,

I'm working on a follow-up story today about Dr. HaLevi's employment status with the Charleston County School District. The district answered a few questions about the internal investigation, and I wanted to see if you or Dr. HaLevi wanted to respond. A few questions in particular:

1) CCSD wrote, "The district determined that Dr. Halevi's talents could be used elsewhere, and not at Clark Academy." Does Dr. HaLevi agree with that assessment?

2) How was CCSD's internal investigation conducted? Was it a fair process?

3) Does Dr. HaLevi plan to stay at the school district?

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4) Again, from CCSD: "Dr. Halevi is currently working on special projects in the Office of Student Services." What do that office and that job entail?

I'll be wrapping this story up in the afternoon. I'll be out of office for an 11:30 interview shortly, but you can reach me on my cell phone number listed below.

Thank you,

Paul Bowers

Reporter

The Post and Courier

o: 843.937.5546

c: 843.518.3979

Andrew Halevi <andrew_halevi@charleston.k12.sc.us> Wed, Jun 29, 2016 at 10:52 PM
To: ERICA TAYLOR <erica_taylor@charleston.k12.sc.us>, JOHN EMERSON <john_emerson@charleston.k12.sc.us>
Cc: GERRITA POSTLEWAIT <gerrita_postlewait@charleston.k12.sc.us>
Bcc: Andrew HaLevi <ahalevi@gmail.com>, Jill HaLevi <jillgila@gmail.com>

Erica and John,

I was very surprised to receive this e-mail today from Paul Bowers of the PandC. I called Mr. Bowers to ask that they delay the story until I had a chance to reach out to you and my attorney. Ideally, I would like to coordinate with the district to ensure that there is an accurate and consistent message about my employment. Since I have heard very little from the district during the 10 weeks that I have been on administrative leave, I am asking that we speak tomorrow (Thursday) so that I can understand what the district has planned before I speak with Mr. Bowers. I strongly suggest that you review your correspondence with me so that you have clarity about what has already been communicated.

I have no interest in speaking with the newspaper about my employment. Even though I am terribly disappointed in the way I have been treated by the district over the past 2.5 months, I have had no direct or indirect contact with the newspaper regarding my employment. I don't think additional coverage benefits me or the district. But since the newspaper seems to have already started writing a story,and you have commented (without contacting me), I want to make sure that the information in the newspaper is accurate.

I look forward to hearing from you as soon as possible.

-Andrew

[Quoted text hidden]

--
Andrew HaLevi, Ph.D.
andrew_halevi@charleston.k12.sc.us

ERICA TAYLOR <erica_taylor@charleston.k12.sc.us> Thu, Jun 30, 2016 at 12:13 PM

ELECTRONICALLY FILED - 2020 Jun 03 9:13 AM - CHARLESTON - COMMON PLEAS - CASE#2018CP1000123

To: Andrew Halevi <andrew_halevi@charleston.k12.sc.us>
Cc: JOHN EMERSON <john_emerson@charleston.k12.sc.us>, ERICA TAYLOR <erica_taylor@charleston.k12.sc.us>

Dr. Halevi,

When you can, please give us a call. The number is 843-937-6515 or 843-937-6303.

Erica
[Quoted text hidden]
--

Erica S. Taylor
Executive Director
Office of Strategy and Communications
75 Calhoun Street
Charleston, SC 29401
Erica_Taylor@charleston.k12.sc.us
Phone: (843) 937-6303
Fax: (843) 937-6307
www.ccsdschools.com
http://vision2016.org
twitter.com/ccsdconnects
facebook.com/ccsdconnects

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ERICA TAYLOR <erica_taylor@charleston.k12.sc.us> Thu, Jun 30, 2016 at 5:24 PM
To: Andrew Halevi <andrew_halevi@charleston.k12.sc.us>
Cc: JOHN EMERSON <john_emerson@charleston.k12.sc.us>, ERICA TAYLOR <erica_taylor@charleston.k12.sc.us>

Reaching out to you again... I understand you are scheduled to talk with Paul tommorow (July 1, 2016).

Erica
[Quoted text hidden]

Andrew Halevi <andrew_halevi@charleston.k12.sc.us> Thu, Jun 30, 2016 at 5:28 PM
To: ERICA TAYLOR <erica_taylor@charleston.k12.sc.us>
Cc: JOHN EMERSON <john_emerson@charleston.k12.sc.us>

I called the number you provided at 1:00 PM and left a voicemail asking for a return call. I don't want to talk with/to the P and C, but I want to make sure that my voice is included in ways that it was not in earlier articles.

I have and will continue to be honest with you and the District about what is going on. Unfortunately, I continue to get almost no communication from anyone in the District. It is inexplicable to me.

-Andrew
[Quoted text hidden]

ERICA TAYLOR <erica_taylor@charleston.k12.sc.us> Thu, Jun 30, 2016 at 5:29 PM
To: Andrew Halevi <andrew_halevi@charleston.k12.sc.us>, ERICA TAYLOR <erica_taylor@charleston.k12.sc.us>
Cc: JOHN EMERSON <john_emerson@charleston.k12.sc.us>

What is your number?
[Quoted text hidden]

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EXHIBIT 10

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andrew_halevi@charleston.k12.sc.us
www.spclark.org

Excellence is our Standard

Robert Grimm <robert_grimm@charleston.k12.sc.us> Mon, May 2, 2016 at 5:28 AM
To: Andrew Halevi <andrew_halevi@charleston.k12.sc.us>

That was excellent. Absolutely terrific.

Sent from my iPhone

On May 1, 2016, at 22:08, Andrew Halevi <andrew_halevi@charleston.k12.sc.us> wrote:

> Dr. Postlewait,
>
> I wanted to give you an advanced look at a letter to the editor/editorial that I sent to the *Post and Courier* regarding the newspaper's recent coverage of events at Clark.
>
> I welcome your comments, and your support.
>
> **Letter to the Editor**
>
> -Andrew
>
> --
> Andrew HaLevi, Ph.D.
> Program Director
> Septima P. Clark Academy
> 1929 Grimball Road
> Charleston, SC 29412
> (843) 762-2774
> andrew_halevi@charleston.k12.sc.us
> www.spclark.org
>
> Excellence is our Standard
>
> --
> You received this message because you are subscribed to the Google Groups "zt-Principals" group.
> To unsubscribe from this group and stop receiving emails from it, send an email to zt-Principals+unsubscribe@charleston.k12.sc.us.
> For more options, visit https://groups.google.com/a/charleston.k12.sc.us/d/optout.

Andrew Halevi <andrew_halevi@charleston.k12.sc.us> Mon, May 2, 2016 at 5:34 AM
To: Robert Grimm <robert_grimm@charleston.k12.sc.us>

Thanks. I wish that I did not have to write it, but my situation is so crazy, I felt that I had to do something..

Have a great day/week.

-Andrew

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May 1, 2016

To the Editor of the *Post and Courier*,

For the past 8 years, I have served as Program Director of Septima P. Clark Academy, the CCSD's alternative program for students who are overage and at risk of dropping out of high school. Although not designed specifically for students with disciplinary issues, many students at Clark exhibit a range of behaviors that inhibit their academic success. With 15 years of experience teaching in high poverty schools before coming to Clark, I was prepared for the challenge. And there are challenges. On any given day, students come to Clark tired, hungry, angry, and frightened—sometimes alarmingly so. Yet all of our students are welcomed and none are turned away.

The fact that some students come to Clark unprepared to be successful is a challenge that our faculty and staff embrace. We assess each student's readiness when they walk in the door and throughout the day. We talk with them, communicate with family members, provide food if they are hungry, clothes when needed, and quiet spaces when appropriate. We support, we encourage, and we hold our students and ourselves accountable for those things that are in our control. Like so many schools and programs in the CCSD, we are remarkably successful. Clark graduates dozens of students each year who might otherwise have dropped out of high school.

We are not always successful. Some students confound our best efforts to help them—they come to school irregularly, refuse to participate meaningfully, ignore basic rules, or disappear altogether. We are keenly aware that each student we fail to reach is a tragedy for the entire Charleston community.

Sadly, the Post and Courier contributes to the challenges educators face by failing to follow basic principles of journalism when covering complex issues at Charleston area schools. As the target of two recent articles covering a disciplinary incident at Clark, I implore the paper's reporters and editors to apply the following standards when reporting on these matters:

1. **State clearly, early in the article, that educators are prohibited by law from commenting on ongoing disciplinary issues.** Doing so will help the readers understand that they are reading only one side of a story.
2. **State clearly where the information for a story comes from, and where it does not come from.** In the recent articles involving Clark, the information in the articles came directly or indirectly from statements made by the family of the student involved. There were no statements from witnesses or anyone outside of the family. Indeed, the paper might have requested the videotape from the bus company to corroborate or contradict the student's complaint. In either case, the paper should make it clear that the article conveys only one side of events without input from the administrator involved.

3. **Provide context**. Journalism involves more than the regurgitation of a press release. It should involve background that will help the reader make an independent judgement. In the case of the recent articles about Clark, the reporter might have researched issues involving dress code; looked at the CCSD code of conduct; or contacted other schools inside or outside the CCSD to provide context for the issue being covered.
4. **Use judgement about where the article appears.** An article on the front page of the paper carries more weight than an article inside the front section or in other sections. A full story with pictures carries more weight than a brief article. Placing an article about a singular, uncorroborated disciplinary incident on the front page of the paper is sensationalism, not journalism.

As a school administrator, I am not sure why I have to point out these basic principles to a newspaper that recently won a Pulitzer Prize. But as the victim of recent incomplete and misleading articles, I want to make sure that other educators do not suffer the same fate as me. Adopting the principles above when reporting on disciplinary cases in school settings might save others' reputations from being irresponsibly tarnished, and will go a long way to better serving the public.

Sincerely,

Andrew HaLevi, Ph. D.
7 Wesson Avenue
Charleston, SC 29403
ahalevi@gmail.com

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EXHIBIT 11

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[redacted]

[The Chronicle, 5/4/16: "Local Principal Likely to be Reassigned after Demanding Student Take off her Pants"]

By Barney Blakeney

A Charleston County school administrator should be fired, but most likely won't be, said county school board member Rev. Chris Collins.

Septima P. Clark Academy Principal Andrew HaLevi has been on paid leave since the April 22 incident during which he demanded a female student return school issued sweat pants leaving the girl to wear only her panties and a shirt on the bus ride home from school.

The incident began earlier in the day when HaLevi gave the girl the pants to wear because he said her skirt was too short. At the end of the school day, HaLevi halted all bus departures until the pants were retrieved.

According to an incident report filed by the police resource officer at the alternative school for at-risk students, HaLevi went on the bus the girl was riding and came back with the pants. The girl leaned out a window crying and screaming that another student had her dress and that HaLevi was forcing her to ride home wearing only a shirt and panties.

HaLevi was placed on administrative leave the following Monday, but he should have been arrested when the incident occurred and then fired, Collins said this week.

Police and the local solicitor's office agreed no criminal charges would be filed against HaLevi, but some in the community called for his termination. The 16-year-old student's mother said she also wants to see HaLevi suffer more grave consequences.

Collins said CCSD administrators have indicated HaLevi won't be fired, but most likely will be moved to another position in the district.

"HaLevi should have known whether the child was wearing a dress though he said he never went to the back of the bus where she was sitting. But that's irrelevant. He should not have demanded she take off the pants while on the bus. You don't embarrass a child or cause her to be exposed in front of the other students. That's unacceptable. I think he just got mad and demanded the pants back," Collins said.

In the absence of surveillance video, district administrators are contending HaLevi used poor judgement, but did nothing to warrant termination, Collins said. Speculating about the administrative recommendation that should come to the board later this week, Collins said HaLevi most likely will be reassigned. "I think he should be fired, but I don't think there is board support to do that," Collins said.

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EXHIBIT 12

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Charleston County SCHOOL DISTRICT

Request for Update on Mr. Halevi assignment for FY16-17

MICHELE ENGLISH-WATSON <michele_watson@charleston.k12.sc.us> Tue, Jun 14, 2016 at 8:04 AM
To: Bill Briggman <bill_briggman@charleston.k12.sc.us>, Andrew Halevi <andrew_halevi@charleston.k12.sc.us>, JENNIFER COKER <jennifer_coker@charleston.k12.sc.us>

Good Day Bill,
I just met with Andrew Halevi to discuss his assignment to PM the PACE transition into the Pace Program. We discussed that this assignment is only temporary.

He inquired about his assignment status for the FY16-17 school year since the last correspondence was in mid May.

I told Andrew that he should be hearing from your office on this matter. However, I do not know the date.

- Please confirm if what I stated above was correct;
- who will be contacting him about his status; and
- an approximate timeline as to when he will be contacted.

Thank You!
Michele

Michele English-Watson, M.Ed.
Executive Director
Department of Federal Programs
Charleston County School District
Please note new contact address & telephone number
721 Wappoo Road
Charleston, SC 29407
Office Phone: (843) 402-7875
Office fax: (843) 402-7883
www.ccsdschools.com
http://vision2016.org/
twitter.com/ccsdconnects
facebook.com/ccsdconnects

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QUICK START INSTRUCTIONS

Policy GCKBA Transfer of Administrative Staff

Issued 3/13

Purpose: To establish the basic structure for the transfer of administrative staff in Charleston County School District.

When it becomes necessary to transfer administrative and other central level staff within Charleston County School District for reasons deemed appropriate by the superintendent, employees affected by the transfers shall be advised in a conference, followed by written notice, of the new assignment.

The superintendent may move principals from one school to another and may transfer principals to other certified positions.

Such transfers may or may not be lateral to positions of equivalent status and/or responsibility. Employee pay may or may not be affected by transfers made by superintendent. These conditions of transfer are as permitted by law. The board shall receive notification of such transfers in the monthly personnel action report.

When transfers are the result of a reduction in force, the policy related to this matter shall take precedence.

Principal transfers shall be interim until the Superintendent has recommended them and the county board has approved.

See regulations for additional implementation information.

Adopted 5/10/73; Revised 2/17/75, 12/8/75, 2/25/80, 3/25/85, 8/23/93, 2/13/95, 3/23/98, 3/13/00, 7/14/03, 11/14/05, 3/25/13

Legal references:

S.C. Code, 1976, as amended:

Section 59-25-410 - Teacher to be notified of assignment by August 15th.

S.C. Acts and Joint Resolutions:

1967 Act 340 - Creates the School district of Charleston County and abolishes the county board of education; sets forth the powers of the constituent district boards; Section 8 - Approval of transfers required prior to transfers.

CHARLESTON COUNTY SCHOOL DISTRICT

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EXHIBIT 13

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County SCHOOL DISTRICT

VISION 2016

July 28, 2016

Andrew HaLevi, Ph.D.
7 Wesson Avenue
Charleston, SC 29403

Dear Dr. HaLevi:

The purpose of this letter is to summarize our conversations regarding your employment role with Charleston County School District for the 2016-2017 school year and to communicate officially your assignment.

Elementary Learning Community

Gerrita Postlewait, Ed.D.
Superintendent of Schools

Mrs. Terri H. Nichols
Associate Superintendent

John Cobb
Executive Director

When you met with Executive Director Michele English-Watson and me on July 26, 2016, you shared that you were open to a teaching position. You also shared concerns that your skills set may not match every open position the District currently has and asked that you be allowed to have some level of input in your assignment. In a telephone conversation that afternoon, I offered you a position at Stall High School as an English Language Arts teacher; you contacted me later to accept that position.

As we also discussed, you will receive your salary at the assistant principal level for the 2016-2017 school year; that will end with the expiration of your 2016-2017 contract on June 30, 2017. Because your 2016-2017 contract is for 240 days and your assignment is for 190 days, you may be assigned additional duties on non-instructional days when 240-day administrators are expected to work. You may request to use accrued vacation leave on those non-instructional days if you so choose; however, you may not use accrued vacation leave for instructional days. Any remaining vacation leave will be paid out to you following the expiration of your contract on June 30, 2017.

Because teachers return to work on August 8, 2016, I am not assigning you any additional duties at this time so that you may prepare for the start of school. Please contact Kim Wilson, principal of Stall High School, at your earliest convenience to discuss your assignment; the telephone number for Stall is 843-764-2200.

If you have any questions, please contact my office at 843-849-2878.

Sincerely,

Terri H. Nichols

Terri Nichols
Associate Superintendent

C: Gerrita Postlewait, Ed.D., Superintendent
Kim Wilson, Principal, Stall High School
William Briggman, Executive Director, Human Resources
Employee Relations
Personnel File (c/o Krishinda Jenkins)

665 Coleman Blvd • Mount Pleasant, SC 29464 • tel: (843) 849-2878 • fax: (843) 849-2860 • www.ccsdschools.com

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EXHIBIT 14

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CHARLESTON COUNTY SCHOOL DISTRICT
G - PERSONNEL
Policy GBK Employee Grievances

Policy GBK Employee Grievances

Issued 2/06

Purpose: To establish the basic structure for orderly and expeditious resolution of employee concerns, complaints and grievances.

The board recognizes the need for a procedure to secure at the lowest possible administrative level equitable solutions to problems which may arise affecting the welfare or working conditions of employees of Charleston County School District. Employees are encouraged to seek resolution of disputes under the existing grievance administrative rules and regulations and shall have the right to do so with complete freedom from reprisal. All proceedings shall be confidential and any disposition of a case shall not be made public without the agreement of all parties.

A grievance is a claim by an employee of a violation, misrepresentation or misapplication of a provision of board policies and administrative procedures and rules or regulations as they affect the employee or work of such employee or any problem or concern an employee may have regarding employment based upon a claim of race, sex, age or other discriminatory action.

Nothing in this policy limits the right of any employee to discuss a grievance with any appropriate member of the administration. Such grievance may be adjusted without formal proceedings, provided the adjustment is consistent with board policy and existing administrative rules and regulations

It is important that grievances be settled as quickly as possible. Therefore, there shall be no extension of the prescribed time for moving through the grievance procedure except upon a compelling show of good cause. All appeals for such an extension of time shall be to the superintendent, whose decision shall be final.

The board does not consider actions which are subject to the Teachers Employment and Dismissal Act, S.C. Code of Laws 1976, as amended, Section 59-24-410, *et seq*, Section 59-26-40 (Rev. 1998) or employment decisions implemented under the district's reduction in force policy to be grievances under this procedure.

The superintendent is responsible for maintaining administrative procedures that shall facilitate this policy.

Adopted 8/25/75; Revised 6/12/78, 3/20/80, 1/9/84, 6/24/85, 4/10/89, 7/26/93, 428/97, 2/13/06

CHARLESTON COUNTY SCHOOL DISTRICT

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EXHIBIT 15

ELECTRONICALLY FILED - 2020-JUN-08 01:43 AM - CHARLESTON COMMON PLEAS - CASE#2018CP1000123

Charleston County SCHOOL DISTRICT
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October 18, 2016

Andrew HaLevi, Ph.D.
7 Wesson Avenue
Charleston, SC 29403

Gerrita Postlewait, Ed.D.
Superintendent of Schools

Board of Trustees

Cindy Bohn Coats, Chair
4458 South Rhett Avenue
North Charleston, SC 29405

Chris Staubes, Vice Chair
126 Seven Farms Drive, Suite 200
Charleston, SC 29492

Rev. Chris Collins
75 Calhoun Street
Charleston, SC 29401

Kate Darby
245 Indigo Bay Circle
Mt. Pleasant, SC 29464

Tom Ducker
111 Dunbury Drive
Summerville, SC 29485

Todd P. Garrett
338 President Street
Charleston, SC 29403

Rev. Dr. Eric Mack
P.O. Box 33
Wadmalaw Island, SC 29487

Michael Miller
75 Calhoun Street
Charleston, SC 29401

Tripp Wiles
184 East Bay Street, Suite 103
Charleston, SC 29401

Dear Dr. HaLevi:

The Board received by email your grievance, dated August 29, about the investigation and handling of an incident that occurred on a Septima P. Clark Corporate Academy (Clark Academy) bus on April 22, 2016, when you required a female Clark Academy student to return pants she had borrowed from the school to remedy a dress code violation.

It does not seem that you have followed the grievance process under Policy GBK (Employee Grievances). Both the policy and the form you used for the grievance, require that you start with your immediate supervisor and work your way up the chain of command. Further, Policy GBE (Employee Rights and Responsibilities) states "employees are expected to act professionally and to use the chain of command to resolve personnel and operational issues." As I understand it, you have not submitted a grievance to anyone in the administration.

We understand you sent to Dr. Postlewait a letter of complaint and a request for a review of the investigation. She responded to your letter. Your letter was not characterized as a grievance, nor did you follow the process outlined for a grievance.

It is improper for you to appeal directly to the board. In addition, the grievance form itself says the decision of the Division Chief is final. It would be inappropriate for the board to review your appeal. If you wish to pursue this further, I urge you to follow the grievance protocol.

Sincerely,

Cindy Bohn Coats

Cindy Bohn Coats
Chair
Charleston County School District Board of Trustees

c: Charleston County School District Board of Trustees
Dr. Gerrita Postlewait, Superintendent of Schools
John F. Emerson, General Counsel
Michele English-Watson, Executive Director-Student Support Services

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EXHIBIT 16

([illegible]
([illegible] SCHOOL DISTRICT

Grievance

[illegible]

JOHN EMERSON <john_emerson@charleston.k12.sc.us> Fri, Oct 28, 2016 at 3:46 P
To: Andrew Halevi <andrew_halevi@charleston.k12.sc.us>
Cc: Gerrita Postlewait <gerrita_postlewait@charleston.k12.sc.us>, JENNIFER COKER <jennifer_coker@charleston.k12.sc.us>, Sherron Brightharp <sherron_brightharp@charleston.k12.sc.us>

Dr. HaLevi,

Please find correspondence attached. Thank you.

John F. Emerson
General Counsel
Charleston County School District
75 Calhoun Street
Charleston, South Carolina 29401
Voice: 843/937/6515
Facsimile: 843/937/6546
john_emerson@charleston.k12.sc.us

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

Ltr to Halevi 10-28-16.pdf
146K

Andrew Halevi <andrew_halevi@charleston.k12.sc.us> Mon, Oct 31, 2016 at 6:16 AI
To: JOHN EMERSON <john_emerson@charleston.k12.sc.us>
Cc: Gerrita Postlewait <gerrita_postlewait@charleston.k12.sc.us>, JENNIFER COKER <jennifer_coker@charleston.k12.sc.us>, Sherron Brightharp <sherron_brightharp@charleston.k12.sc.us>, CINDY BOHN COATS <cindy_bohn-coats@charleston.k12.sc.us>
Bcc: "ahalevi@gmail.com" <ahalevi@gmail.com>

Mr. Emerson,

I received your correspondence redirecting the grievance filed on August 29, 2016 to Ms. Coker. Before sending it, I want to clarify the following about the grievance process

1. Will I receive written information about the grievance process prior to meeting with Ms. Coker? District policy GBK establishing employee grievances states that "the superintendent is responsible for maintaining administrative procedures that shall facilitate this (grievance) policy." Because I want to ensure that I am fully prepared for the

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grievance meeting, I would like to review the written policies the District has established for grievance hearings. Among many questions regarding the process: who will attend? Will the procedure take place under oath? Will the procedure be recorded? What are the possible outcomes? How will the outcome be communicated?

2. I assume that you already understand my deep concern about Ms. Coker hearing a grievance that involves her misapplication of District policy and unprofessional behavior. Will Ms. Coker also be hearing the grievance directed at Dr. Postlewait and Rev. Chris Collins, or will these be handled by someone else in the District hierarchy? If someone other than Ms. Coker will hear these parts of the grievance, will I need to send separate grievance notices to other individuals?

Sincerely,

[Quoted text hidden]

--
Andrew HaLevi, Ph.D.
R. B. Stall High School
3625 Ashley Phosphate Road
N. Charleston, SC 29418-8559
(843) 207-3702
andrew_halevi@charleston.k12.sc.us

It's a Great Day to be a Warrior

SHERRON BRIGHTHARP <sherron_brightharp@charleston.k12.sc.us> Mon, Oct 31, 2016 at 8:28 AM
To: Andrew Halevi <andrew_halevi@charleston.k12.sc.us>
Cc: JOHN EMERSON <john_emerson@charleston.k12.sc.us>, Gerrita Postlewait <gerrita_postlewait@charleston.k12.sc.us>, JENNIFER COKER <jennifer_coker@charleston.k12.sc.us>, CINDY BOHN COATS <cindy_bohn-coats@charleston.k12.sc.us>

Andrew,
John is working off site today and may not be able to respond to your e-mail today. I will bring your questions to his attention when I speak with him.
Thanks.
[Quoted text hidden]

--
Sherron C. Brightharp
Paralegal
Charleston County School District
75 Calhoun Street
Charleston, SC 29401
843-937-6515
843-937-6546 fax
www.ccsdschools.com
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Andrew Halevi <andrew_halevi@charleston.k12.sc.us> Mon, Oct 31, 2016 at 9:33 AM
To: SHERRON BRIGHTHARP <sherron_brightharp@charleston.k12.sc.us>

Thanks a lot Sherron. No hurry on the reply. I just want to understand the process in order to prepare fully.
[Quoted text hidden]

Andrew Halevi <andrew_halevi@charleston.k12.sc.us> Mon, Nov 7, 2016 at 4:51 AM
To: JOHN EMERSON <john_emerson@charleston.k12.sc.us>, JENNIFER COKER

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EXHIBIT 17

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DUFF, WHITE & TURNER, L.L.C.
ATTORNEYS AND COUNSELORS AT LAW
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November 15, 2016

Dr. Andrew Halevi
7 Wesson Avenue
Charleston, SC 29403

Dear Dr. Halevi:

I have been asked by the Charleston County School District ("the District") to assist in handling the grievance you recently filed with the District. In that regard, John Emerson, Esq., has provided me with a copy of your grievance, along with the District's grievance policy and related documents. I also have reviewed copies of emails between you and Mr. Emerson related to your grievance.

As you have requested, attached please find a copy of a document entitled "Employee Grievance" procedures, designated as GBK-R. As I understand it, the District's Employee Relations Department drafted these procedures some time ago to assist with the District's processing of employee grievances. The procedures explain the steps in the process and the grievance protocol. As indicated on GBK-R, these procedures have not been submitted in final form to the Superintendent. I have been advised that Dr. Postlewait has reviewed the procedures and maintains a copy in her office.

While the procedures remain in "Draft" form, and thus subject to revision before final approval by the Superintendent, these procedures in their current form will be used to process your grievance. In essence, this is an opportunity for you to share with Ms. Coker the basis for your grievance and to elaborate on information as set forth on the grievance form you completed. Ms. Coker may ask questions for clarification or information as she feels necessary in order to make a reasoned and thoughtful decision on the concerns you have raised and the relief you are seeking. Ms. Coker has allotted an hour for this meeting, but will, of course, provide reasonable additional time if necessary.

Ms. Coker is serving as the first level of the grievance process based on her status as your immediate supervisor at the time in which the events giving rise to your grievance occurred. Your objection to her serving as such is noted.

In the meantime, if you have documents other than the completed grievance form that you wish to be considered as part of your grievance, please provide those documents to Ms. Coker as soon as possible so that she will have an opportunity to review them before your meeting. I also would appreciate receiving a copy.

Sincerely,

Andrea E. White

Enclosure
c: John Emerson, Esq.
Jennifer Coker

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EMPLOYEE GRIEVANCES

GBK – R [Not submitted]

NOTE: This policy is not intended to address the Teacher Employment and Dismissal Act, terminations, or reductions in force (RIFs). Please see the policy index for policies addressing those specific actions and remedies, if any, appropriate to the actions. A grievance is not intended to replace an appeal process as allowed by policy.

- Preliminary Statement: Employees are encouraged to discuss their concerns or complaints informally with their supervisors. Often the cause of a problem is merely a misunderstanding among the individuals involved. If, however, an employee feels that he/she needs a formal process though which to raise a concern, these procedures will be followed. Procedures must be followed with fidelity. Therefore, there shall be no extension of the prescribed time for moving through the grievance procedure except upon a compelling show of good cause. All appeals for such an extension of time shall be to the superintendent or designee, whose decision shall be final. A grievance is part of an internal dispute resolution process; therefore, an attorney would not be involved.

- Purpose: The purpose of these procedures is to settle, at the lowest possible administrative level, employee concerns related to working conditions.

- Definitions:

  1. A **grievance** is a claim by an employee of a violation, misrepresentation, or misapplication of a policy of a provision of board policies and administrative procedures and rules and regulations as they affect the employee or work of such employee or any problem or concern an employee may have regarding employment based upon a claim of race, sex, age or other discriminatory action.
  2. A **day** is any day on which the District Office is officially open.
  3. A **supervisor** is any person having the authority to recommend employment or discipline actions or any person having the responsibility for directing or reviewing the work of an employee. The chain of command should be used in the grievance process. An employee who attempts to circumvent the chain of command will be redirected to the appropriate supervisor. If the employee is uncomfortable at any level, he/she should seek assistance from the Department of Employee Relations.

- Filing a grievance: An employee must present a grievance to his/her immediate supervisor within 10 days of the event giving rise to the grievance or within 10 days of the time when the employee reasonably should have gained knowledge of its occurrence. All grievances must be recorded on official CCSD grievance forms (available on the Employee Relations web page). The employee presents the grievance to his/her immediate supervisor and forwards a copy to the Department of Employee Relations.

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- Steps to Resolution:

1. The immediate supervisor will arrange a face-to-face meeting with the employee as soon as reasonable but no later than 15 calendar days of receipt of the grievance and provide a written response to the grievance within 15 calendar days after the meeting. The intent is to resolve the issue as soon as possible at the lowest level. The written response will include the name and title of the next level supervisor to whom the grievance may be appealed. Such an appeal must be presented to the next level in writing within 5 days.

2. The grievance may be appealed through each supervisory or administrative level to the Superintendent's level. At each level, the procedure above will be followed. The original grievance and the supervisor's response will serve as the basis of the meeting. The employee and the supervisor at the preceding level may summarize the information previously presented.

3. On appeals to the Superintendent, the Superintendent or his/her designee will arrange a meeting within 10 days of receipt of the grievance and will respond in writing within 10 days after the meeting. The Superintendent may, at his/her discretion, hear witnesses and examine evidence directly.

Grievance Protocol:

1. At any level of the process the employee or the supervisor may request the attendance of a representative of the Department of Employee Relations at a conference.

2. If authorized by the Superintendent, Chief, or Associate Superintendent as part of the resolution process, the Director of Employee Relations or designee will conduct an investigation and may request relevant documentation from previous attempts at resolution, may involve appropriate school and district level personnel, and may seek legal advice, if warranted.

3. During the grievance process, the employee shall continue to perform the duties of his/her position and follow the policies and regulations of the Board of Trustees.

4. An employee is not entitled to bring a colleague, friend, or a family member to conferences at any level.

5. Failure of the employee to proceed to the next level shall be interpreted as acceptance of the decision rendered at that level.

6. There shall be no retaliation against an employee for filing a grievance in accordance with this policy.

7. A written record of the grievance and the resolution of the grievance shall be maintained in the files of the Department of Employee Relations.

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EXHIBIT 18

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STATE OF SOUTH CAROLINA
STATE BOARD OF EDUCATION

In the Matter of Andrew HaLevi Certificate #177191	)	**HEARING OFFICER'S REPORT AND RECOMMENDATION**

STATEMENT OF THE CASE

This is a matter involving alleged unprofessional conduct toward a student for a dress code violation. The South Carolina Department of Education ("SCDE") is requesting suspension of Andrew HaLevi's ("HaLevi") educator certificate pursuant to S.C. Code Ann. §59-25-160 (2004). Pursuant to S.C. Code Ann. §59-25-170 (2004), the South Carolina Department of Education notified HaLevi of his potential suspension and right to a hearing via certified letter dated September 8, 2016. HaLevi timely requested a hearing and such was held on July 14, 2017 at the offices of the Charleston County School District, 4720 Jenkins Avenue, Charleston, South Carolina. HaLevi requests that his certificate not be suspended in that his actions toward the student were not unprofessional.

This matter is properly before the South Carolina Board of Education ("State Board") pursuant to S.C. Code Ann. §59-25-150 (2004). It was referred to a hearing officer pursuant to S.C. Code Ann. §59-5-70(B) (2004).

After considering the evidence presented and the testimony of the parties and witnesses, it is recommended that the State Board take no action against HaLevi's educator certificate #177191.

APPEARANCES

On behalf of SCDE:

Scott Winburn, Esquire
South Carolina Department of Education
Office of the General Counsel

On behalf of Charleston County School District:

Kathryn Long Mahoney, Esquire
Halligan Mahoney & Williams

MALANE S. PIKE
Attorney at Law
Post Office Box 729 White Rock, South Carolina 29177 (803) 622-1495

VIA ELECTRONIC AND CERTIFIED MAIL

August 18, 2017

J. Kevin Holmes, Esquire
Steinberg Law Firm
61 Broad Street
P.O. Box 9
Charleston SC 29402

E. Scott Winburn, Esquire
S.C. Department of Education
1429 Senate Street
Columbia, SC 29201

Kathryn Long Mahoney, Esquire
Halligan Mahoney & Williams
PO Box 11367
Columbia, SC 29211

RE: In the Matter of Andrew HaLevi
Educator Certificate #177191

Dear Mr. Holmes, Mr. Winburn and Ms. Mahoney:

Enclosed please find the Hearing Officer's Report and Recommendation in the above referenced matter. If you object to this report, please provide me with your written objections no later than close of business on Wednesday, August 23, 2017. I will consider any objections made and submit a final report to the State Board of Education for consideration at the next meeting. The South Carolina Department of Education will notify you with regard to date, time, and place of this meeting.

Very truly yours,

Malane S. Pike

Malane S. Pike
Hearing Officer

Enclosure

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After considering the evidence presented and the testimony of the parties and witnesses, it is recommended that the State Board take no action against HaLevi's educator certificate #177191.

APPEARANCES

On behalf of SCDE:

Scott Winburn, Esquire
South Carolina Department of Education
Office of the General Counsel

On behalf of Charleston County School District:

Kathryn Long Mahoney, Esquire
Halligan Mahoney & Williams

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Dion Lamont Davis, Sr., Witness
Student Concern Specialist
Charleston County School District

Kathleen McCullough-McLean, Witness
School Resource Officer
Charleston County Sheriff's Department

Edna Jenkins, Witness
School Bus Driver
Charleston County School District/Clark Academy

On behalf of Mr. HaLevi:

J. Kevin Holmes, Esquire
Steinberg Law Firm LLP

LaChrisha Morneek LaSane, Character Witness
Friend and Former Student of HaLevi

Andrew HaLevi, Witness
Respondent

Jacob Perlmutter, Character Witness
Fellow principal and Friend

Jane Riley Gambrell, Character Witness
Instrumental in creation of Clark Academy
Fellow Educator and Friend

FINDINGS OF FACT

Having observed the witnesses and exhibits presented at the hearing, I make the following Findings of Fact:

1. HaLevi was the Principal of Clark Academy (Clark) from the school's inception until the 2016-2017 school year (8 years). Clark is a school for over-age, at-risk children within the Charleston School District. It serves a population of students that are ages 14 to 21. HaLevi was chosen for this position because of his success in teaching students in extreme poverty.

2. On April 22, 2016, HaLevi was involved in an incident with a female student (hereinafter referred to as "Jane Doe" or "Jane") which ultimately resulted in him being reassigned to another school. These events are the subject of this hearing.

3. At the beginning of that school day, HaLevi and Dion Davis (Davis), Student Concern

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Specialist, were at the front of the school greeting students as they came off the bus. It was customary that HaLevi and Davis examine the attire of students as they came off the bus, making sure that such was appropriate for school purposes and met the Code of Conduct for the District as well as for Clark. HaLevi noted that Jane's skirt was too short and said something to her about it as she passed.[1] She cursed him and kept walking.

4. After the dismissal bell from breakfast, HaLevi used the loudspeaker and asked her to come to the office. Jane refused to go to the office to discuss the dress code issue. Davis, the Student Resource Officer, and the female guidance counselor were sent to remove her from her class and bring her to the office. Jane refused and left the classroom when she heard that HaLevi was on the way. HaLevi met the four in the hallway and Jane was escorted to the support office. At that point, HaLevi asked her to show him that she was wearing shorts under her dress.[2] She refused to respond as to whether or not she had shorts under her dress, but instead, told HaLevi that he was not looking up her dress. HaLevi then provided her a pair of scrubs to wear under her dress.[3] She refused. He gave her three options: (1) she could put on the scrubs that he provided; or (2) she could have a family member bring suitable clothing to school; or (3) a family member could take her home.

5. Jane was placed in in-school suspension and remained there until after lunch. After a discussion with her mother, Jane opted to put on the scrubs at some point after lunch. She was then allowed to go back to class. During the in-school suspension, HaLevi denied her a blanket because students tend to hide dress code issues with blankets or hide things in the blankets.

6. Jane was told several times that she would need to return the scrubs by the end of the day. This was part of an effort to establish some accountability among the Clark students.

7. At the end of the day, the scrubs had not been returned and Davis was sent to retrieve them. Jane, in terms laced with profanity, told him he could have them on Monday. Davis relayed this information to HaLevi, who then told Davis that if he could not retrieve the scrubs from Jane, he would have no use for him going forward.[4] Davis was never able to retrieve the scrubs.

8. The dismissal bell rang and HaLevi grounded all four buses. Jane was ultimately located on the last row of Bus 808. HaLevi boarded that bus and stood at the front next to the bus driver. He could only see a small portion of her over the bus seats but from his vantage point he could see that she was wearing something blue, which he assumed was the same shirt dress that she

1 The Student Code of Conduct for the Charleston School District requires that clothing not reveal bare skin between upper chest and mid thigh and that shorts, skirts, and dresses be of adequate length to assure modesty. The dress code further states that blankets are not allowed. This became an issue as the events involving Jane Doe unfolded.

2 HaLevi's request to Jane to show him that she was wearing shorts was corroborated by the SRO's testimony.

3 Using school funds, HaLevi had purchased a supply of scrubs for students who came to school with inappropriate attire or who had accidents at school. If a student was asked to wear scrubs due to inappropriate attire, the student was asked to return the scrubs at the end of the day and the student would return home in the same clothing that he/she arrived to school in.

4 HaLevi admitted making this statement to Davis. HaLevi had previous problems with Davis being unable to handle student issues.

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came to school in. He waved for her to come to the front and told her that the bus could not leave until she gave back the scrubs. She refused, telling him that she was not giving the scrubs back.

9. At some point, the other buses were released to leave. All the students on bus 808 began yelling because they were watching the other buses leave. Jane lobbed the pants up toward the front of the bus. Another student picked them up and threw them up to HaLevi. HaLevi only went as far as the first two or three rows and could not see what Jane was wearing from that position.

10. As HaLevi exited the bus, the students began screaming that Jane had no pants on. Jane was in tears and screamed out of the bus window that she was in her underwear. HaLevi asked the SRO to go on the bus to verify Jane's state of dress. The SRO confirmed that Jane was not wearing pants.

11. The pants were given back to Jane and Jane put them on after some encouragement. She then departed the bus and her mother was called to pick her up.

12. There was conflicting testimony at the hearing regarding whether HaLevi knew or should have known that Jane would be left in her underwear if HaLevi retrieved the scrubs. Mrs. Jenkins (Jenkins), the bus driver testified that HaLevi asked her where her dress was. Jenkins further testified that she informed HaLevi that Jane had nothing else to wear. HaLevi testified that he thought she was wearing the dress she came to school in with the scrubs under it. HaLevi further testified that he could not see what she was wearing from the front of the bus where he was standing.

13. I do not find Jenkins' testimony credible in that she repeatedly contradicted herself in cross examination and later in questions by me. In fact, she testified to a different version of the story each time a different attorney asked her a question. Despite the best efforts of Mr. Winburn, Mr. Holmes and myself, we were not able to render any consistency to her testimony. For this reason, I am giving no weight to her testimony.

14. The one fact that HaLevi, Jenkins, and the SRO agree upon is that Jane was seated on the last row of the bus. The SRO testified that she could not see what Jane was wearing until she got within two bus rows of Jane's seat because of the high backs on the seats. I find the SRO to be a credible witness. This supports the testimony of HaLevi that he could not see what she was wearing from his vantage point at the front of the bus.

15. After hearing Jane yell out the bus window that she was in her underwear and also hearing the other students yelling the same, the testimony of HaLevi and the SRO are consistent in that HaLevi asked the SRO to go back on the bus to determine Jane's level of attire. Per the SRO's testimony, when she advised HaLevi that Jane was in her underwear, HaLevi was genuinely surprised. HaLevi testified that he had no idea that she was in only her underwear and immediately gave the scrubs back to the SRO to give to Jane. I find both witnesses to be credible with regard to this.

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16. HaLevi later learned that Jane had swapped clothes with another student and that student had already left the school premises. After the swap, Jane was wearing a blue hoodie and the scrubs.

17. HaLevi requested video footage from the bus but learned that the video equipment on the bus was not working. Video cameras were working around the school yard during this time however, neither SCDE nor HaLevi submitted the footage from those cameras.

18. Jane was a significant offender. She was verbally abusive and had previous dress code issues.

19. HaLevi has a distinguished academic record and track record of teaching in extreme poverty. He created a nonprofit organization named "Charleston Futures" to encourage disadvantaged high school students to graduate. Further, he found ways to provide funds to those disadvantaged students who wanted to apply to college. He then nurtured and prepared those students such that they would be able to survive in a college environment. At Clark, he graduated as many as 45 students per year, which was better than some of the public schools serving similar student populations. He has no prior disciplinary actions.

APPLICABLE LAW

1. S.C. Code Ann. § 59-25-150 (2004) provides that the State Board of Education may revoke or suspend the certificate of any person for just cause.

2. S.C. Code Ann. § 59-25-160 (2004) defines "just cause". Section 59-25-160 (4) states that "just cause" may consist of unprofessional conduct.

RECOMMENDATIONS

Having carefully considered all the testimony and exhibits, I find that HaLevi's conduct was appropriate for the environment in which he was teaching. Clark was a last chance school for students dealing with a variety of complex emotional issues. The students there regularly displayed disciplinary issues. HaLevi's conduct was not inappropriate or unprofessional toward Jane, but rather was a product of the need for strict school discipline in this alternative school setting. The failure to discipline noncompliant conduct could quickly lead to dangerous situations in schools of this sort.

Based upon the testimony presented to me, HaLevi had reason to question Jane's attire and only asked for her to show him shorts if she had them on. This testimony was corroborated by the SRO. While we might quibble over HaLevi's judgement with regard to demanding the return of the pants versus disciplining any failure to return them on Monday, there is no evidence that HaLevi knew that Jane would be left in her underwear on the bus if he took the scrubs or that he

was aware that Jane was not dressed in the attire she came to school in when he requested that she turn the scrubs over to him.

Section 59-25-150 indicates that the Board *may* revoke or suspend the certificate of someone for just cause. Thus, the board has discretion with regard to making such decisions. Admittedly, HaLevi's judgement in demanding the return of the scrubs without knowing with certainty how the student was attired was flawed. However, such does not rise to the level of inappropriate or unprofessional conduct. Accordingly, I recommend that no action be taken against HaLevi's certificate #177191 in this matter.

Malane S. Pike
Malane S. Pike
Hearing Officer

Aug. 18, 2017
Date

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EXHIBIT 19

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STATE OF SOUTH CAROLINA
STATE EMPLOYEE GRIEVANCE COMMITTEE

Philip Hunter, *Appellant*, v. South Carolina Department of Public Safety, *Respondent*.	)	**ORDER**

This matter is before the South Carolina State Employee Grievance Committee on Appellant's motion in limine. As Committee Attorney, I am vested with the authority to "rule on all motions, and all legal issues." S.C. Ann. Code § 8-17-340(c). Appellant's motion seeks to exclude from the Committee any evidence or reference to the events giving rise to Appellant's termination (*i.e.*, the traffic stop that occurred October 4, 2014), contending collateral estoppel binds the Committee to accept the findings of the South Carolina Criminal Justice Academy's ("SCCJA") Law Enforcement Training Counsel ("LETC"). Motion at 1. For the following reasons, Appellant's motion is denied.

While it is true that in some instances an administrative proceeding may have preclusive effect in a subsequent case, *see Bennett v South Carolina Dep't of Corrections*, 305 S.C. 310, 408 S.E.2d 230 (1991)—this is not one of those instances. Appellant asks the Committee to find collateral estoppel binds the Committee to the findings of the LETC proceeding. However, Appellant's request is foreclosed by the South Carolina Supreme Court's ruling in *Shelton v. Oscar Mayer Foods Corp.*, 325 S.C. 248, 252–53, 481 S.E.2d 706, 708 (1997). In *Shelton*, the Court considered whether a decision from a hearing for unemployment benefits before the

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Employment Security Commission ("ESC") could be used as the basis for collateral estoppel in a subsequent proceeding. In answering "no," the Court found as follows:

> The purpose of the ESC hearings is to quickly provide benefits to persons becoming unemployed through no fault of their own. S.C. Code Ann. § 41-27-20 (1986). The legislature intended to minimize procedural hurdles before the ESC so as to enable unemployed claimants to obtain prompt decisions regarding entitlement to unemployment benefits from the ESC. The purposes of the ESC are in conflict with the doctrine of collateral estoppel; therefore, public policy dictates the findings made during an ESC hearing should not receive collateral estoppel effect.
>
> Further, the narrow issue the ESC decides is simply whether the claimant is qualified to receive employment benefits. See S.C. Code Ann. § 41-35-120. Thus, the jurisdiction of the ESC is limited. By focusing on a narrow issue, the ESC is able to expeditiously determine whether an employee is entitled to unemployment benefits. This serves the purpose of providing benefits quickly to employees who are unemployed through no fault of their own. To apply collateral estoppel to ESC decisions would result in ESC hearings becoming forums for employers and employees to engage in lengthy civil litigation of claims relating to an employee's discharge. Thus, the intent underlying the employment security law would be frustrated.
>
> Employers normally are not compelled to intensely contest ESC hearings because the stakes are not great in such hearings. An ESC hearing only determines whether an employee was discharged for cause and thus disqualified from receiving unemployment benefits. A wrongful termination lawsuit determines whether the employer wrongfully discharged the employee and seeks to place blame on the employer. The damages available in a wrongful discharge lawsuit are much greater than unemployment benefits. Thus, an employer has more incentive to fully contest a civil suit.

325 S.C. at 253, 481 S.E.2d at 708. The same interests here compel a finding that proceedings before the LETC are not preclusive or binding on the Committee.

To begin, the respective standards of review and jurisdiction of the bodies are different. Like the ESC, the LETC has a very narrow mandate. It has the authority to decide whether it is willing to permit a law enforcement officer to maintain eligibility for certification as a law enforcement officer. Its authority extends no further, and it absolutely cannot reverse the decision of a law enforcement agency to terminate an officer's employment. The LETC

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proceeding applied an entirely different standard of review to an entirely different issue than what is currently before the Committee. The LETC was charged with determining whether the Appellant was engaged in conduct that might disqualify him from obtaining a law enforcement certification administered by the SCCJA—not whether his termination was supported by substantial evidence.

Next, the investigation conducted by the LETC is separate and unrelated to Appellant's termination. The LETC is responsible for conducting an investigation into an officer's certification eligibility. Only after the LETC has conducted its own separate investigation can it deny or withdraw an officer's certification under the relevant standards. S.C. Reg. § 37-025 and § 37-026. Also, termination is not necessarily a predicate to a certification investigation by the LETC. Law enforcement agencies are required to notify SCCJA whenever any certified law enforcement officer is separated from their employer, "regardless of the reason," within 15 days. S.C. Reg. § 37-022.

Further, the forums, the LETC and the instant hearing, differ in procedure and substance and thus are approached differently by litigants. Parties do not present matters in the same fashion before the LETC as they do before the Committee. For example, the Court in *Shelton* observed that "[e]mployers normally are not compelled to intensely contest ESC hearings because the stakes are not great in such hearings." 325 S.C. at 253, 481 S.E.2d at 708. Like the ESC hearings, if the Committee were to grant preclusive effect to LETC hearings, the decision would raise the stakes and thus radically shift the incentives to litigate in the different forums.

Lastly, to rule in Appellant's favor would not only run counter to the South Carolina Supreme Court's precedent in *Shelton*, it would also fundamentally alter the separately designed, legislatively-approved schemes for (1) adjudicating eligibility for law enforcement certification,

and (2) adjudicating an adverse action under the State Employee Grievance Procedure Act. It is the Committee alone—not the LETC—that decides whether Appellant has shown there was substantial evidence to support an agency's decision to terminate an employee. *See* S.C. Code § 8-17-340.

In conclusion, Appellant's request must be denied, due to the overwhelming weight of authority in opposition. Under the South Carolina Supreme Court's decision in *Shelton*, and the distinct regulatory and statutory schemes instituted by the General Assembly, it is clear Appellant's ruling from the LETC can have no preclusive effect on the instant proceedings. Accordingly, evidence and references to the events surrounding the October 4, 2014 traffic stop will be permitted.

THEREFORE, for the reasons discussed above, the Committee denies the Appellant's motion.

IT IS SO ORDERED.

Harley L. Kirkland
Committee Attorney

November 5, 2018
Columbia, SC

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EXHIBIT 20

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Statement of Erica Hamilton
April 25, 2016

On Friday when I got to school I went to the attendance office like I do every morning to put my stuff down. I walked out of the attendance office he called me to him where him and Officer McClain were standing he ask me did I have on shorts under my dress, I told him "yes" he said ? up your dress so I could see I tell him no and me and my friend walk off so I could go fix my hair. Then we went to morning meeting when he was done saying what he had to say he said that he had after students he wanted to talk to and then said my name so when the bell rang to go to first block I went after the ? went to my first block. I was in there for about five minutes studying for my vocabulary test McClain and Mrs. Smith came to get me and took me in Support, he came in Support asking to look up my dress again I told him no he said you can't go to class if you don't let me look up under your dress. He sent me in the cafeteria where I called my momma, granny + daddy. All them told me to just put on the school pants so I could go to class so when I got back to class I took my dress off and give it to my friend so I could put on her jacket she had prom the next day she went home before I could ? ? my dress back from her so before the bell rang I went to the front office to tell them that I was going to bring the pants back on Monday. He got on the radio and told Mr. Davis not to let me ? without giving them the pants back Davis got on the radio and said I was boarding the bus. I went and took my seat on the bus. He got on the bus saying that the bus couldn't leave without me giving them the pants I kept telling him I didn't have anything else to put on he kept demanding me to take it of. All the ? on the bus was saying the same thing that I didn't have anything to put on so the last time he ask me for the pants I took it off + threw it at him. He pick up the pants and walk off the bus when Officer McClain came around the side where Dr. HaLevi was he walked back on the bus and said "I didn't hear yall saying that she didn't have anything else to put on" he gave me the pants back but I was so mad I wouldn't listen to anything until my momma told me to put the pants back on and get off the bus. My momma ask one of the teacher to meet her with me but he wouldn't let me leave with my teacher so he put me on conditional suspension so that he could have a meeting with everybody.

Q- Who is "He"? Who is the person who kept talking to you about the pants?
A- Dr. HaLevi

Q Why did he say you had to put the pants on?
A He said my dress was good length. He just wanted to see what I had on under my dress.

Q- Did Dr. HaLevi ever say anything about the dress being too short?
A No

Q Where did you sit on the bus?
A The last seat

Q Where was Dr. HaLevi standing when he asked you for the pants?
A Ms. Jenkins was standing in the middle of the bus and he was behind her.

Q Did Dr. HaLevi come to your seat?
A He wasn't able to get to me.

Q How did you give the pants to him?
A I threw it

Q What happened after he got the pants?
A He walked off the bus. Ms. Jenkins was telling me that she can't move the bus without me having on pants + then she was talking to my mom

Q Did you ever get the pants back?
A yeah

Q Who gave you the pants back?
A He gave the pants to the bus driver and she gave it to me.

Q When he told you to take the pants off was he able to see what you were wearing?
A I don't know

Q Did you stay on the bus after that?
A My mommy came to get me.

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State Witnesses

1. Erica Hamilton (student)
    a. "I walked out of the attendance office he called me to him where him and Officer McClain were standing he ask me did I have on shorts under my dress, I told him "yes" he said ? up your dress so I could see I tell him no and me and my friend walk off so I could go fix my hair."
    b. "Then we went to morning meeting when he was done saying what he had to say he said that he had after students he wanted to talk to and then said my name so when the bell rang to go to first block I went after the ? went to my first block."
    c. "He gave me the pants back but I was so mad I wouldn't listen to anything until my momma told me to put the pants back on and get off the bus."
    d. "He put me on conditional suspension so that he could have a meeting with everybody."
    e. "He gave the pants to the bus driver and she gave it to me."
2. Dion Davis (Student Concerns Specialist)
    a. "Dr. HaLevi expressed over the walkie talkie to have student Erica Hamilton stand by the main office for a conference. Erica refused and rebuffed all directives from SCS Davis to report to the main office per Dr. HaLevi's request and she continued to class shouting expletives."
    b. I saw Erica in the hallway as I was going outside for dismissal bus duty. I said Erica Dr. HaLevi said for you to turn in the sweatpants before you leave school okay. Erica refused, stating "Yall make me wear this shit so fuck em, yall will get em back on fuckin Monday." SCS Davis went outside to brief Dr. HaLevi of her statements.
        i. Note that Mr. Davis does not tell Dr. HaLevi that Erica has changed her clothes. Either Mr. Davis does not notice that she has changed her clothes, or Erica have changed her

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clothes between her conversation with Mr. Davis and getting on the bus. Either way, no adult notices that Erica has changed her clothes.

c. "Students all began shouting at Dr. HaLevi while Erica was located at the back of the bus."
d. After being off the bus, students were yelling to him about Erica not having any clothes besides her underwear on and he halted the bus from leaving and gave students the sweatpants back to put on. At this point, Dr. HaLevi additionally got the assistance of the female SRO McLean to go the location where Erica was seated and to find out what happened to Erica's clothing.

3. Deputy McLean (School Resource Officer)
    a. Erica stuck her head out the window crying and began screaming that he was making her ride the bus without any pants on that she wa in her underwear. Ms. Smith and I looked at Dr. HaLevi and he said "What! And Ms. Smith repeated what we heard then Dr. HaLevi told Mr. Davis to stop the bus.
    b. He didn't understand what they were talking about and where her dress was and asked that I find out who had it.
4. Edna Jenkins (Bus Driver)
5. Jennifer Coker (interim Director of Alternative Programs)
    a. There are no documents associated with Jennifer Coker in the State's exhibits
6. Michele English-Watson (Executive Director Department of Student Support Services)
    a. From Jan 26 Grievance reply
        i. "It was my decision, with consultation from my supervisor and employee relations, to transfer another certified administrator to oversee the Clark Program."
        ii. You were neither terminated from the District nor suspended without pay. Once the investigation was completed and the decision was made to transfer you to

PAGE 1 OF 5

CHARLESTON COUNTY SHERIFF'S OFFICE

STATEMENT

OCA # 2016-002361 DATE 02/25/16

STATEMENT OF Erica Hamilton

ADDRESS 5285 Adams Run SC. 29426 PHONE # 843-415-0114

EMPLOYER: Student PHONE # 843-607-0171

RACE: Black SEX: Female DATE OF BIRTH: 02/08/00

On Friday when I got to school, I went to the attendance office like I do every morning to put my stuff down. I walked out of the attendance office he called me to him where him + office Mclean where were standing he ask me did I have on shorts under my dress, I told him "yes" he said lift up your dress so I could see I told him no + he and my friend walk of so I could go fix my hair. Then we went to morning meeting when he was done saying what he had to say he said that he held a few students he wanted to talk to + he said my name so when the bell rang to go to first block I walk out of the cafeteria. when I got to my first block I was in there for about five minutes studying for my vocabulary test office mclean + mr smith came to get me + took me in support, he came in support asking to look up under my dress again I told him no he said "well you can't go to class if you don't let me look

I HAVE READ (HAD READ TO ME) THE FOREGOING STATEMENT WHICH HAS BEEN FREELY AND VOLUNTARILY MADE BY ME AND IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Erica Hamilton
Signature

WITNESSES: Sgt. S. Brown

I HAVE RECEIVED A COPY OF THE ABOVE STATEMENT Erica Hamilton
Signature

CCSO-109

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CHARLESTON COUNTY SHERIFF'S OFFICE

STATEMENT

OCA# 2016-00635Y DATE 04/25/16

STATEMENT OF Erica Hamilton

ADDRESS _____ PHONE # _____

EMPLOYER: _____ PHONE # _____

RACE: _____ SEX: _____ DATE OF BIRTH: _____

up under your dress. He sent me in the cafeteria so I called my mommy, Granny, & daddy. All them told me to just put on the school pants so I could go to class, so when I got back to class I took my dress off & gave it to my friend so I could put on her jacket. She told from then mama next door so went home before I could have gotten my dress back from her. so before the bell rang I went to the front office to tell them that I was going to bring the pants back on Monday. He got on the radio and told me Davis not to let me board the bus without giving them the pants Davis got on the radio & said I was boarding the bus, I went and took my seat on the bus he came on the bus saying that the bus couldn't leave without me giving them the pants, I kept telling him I didn't have nothing else to put on he kept demanding me to take it off the whole on the bus was saying the same thing.

I HAVE READ (HAD READ TO ME) THE FOREGOING STATEMENT WHICH HAS BEEN FREELY AND VOLUNTARILY MADE BY ME AND IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

WITNESSES: E. S. Brunson

Signature

I HAVE RECEIVED A COPY OF THE ABOVE STATEMENT

Signature

COSO-Y08

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CHARLESTON COUNTY SHERIFF'S OFFICE
STATEMENT

OCA # 2016 M04354 DATE 04/20/16

STATEMENT OF Erica Hamilton

ADDRESS _____ PHONE # _____

EMPLOYER: _____ PHONE # _____

RACE: _____ SEX: _____ DATE OF BIRTH: _____

that I didn't have anything to put on so the last time he ask me for the pants I took it off & threw it at him. he pick up the pants and walk of the bus. when officer Moran came around the side where our bus was he waited back on the bus and said "I didn't hear you saying that she didn't have anything else to put on" he gave me the pants back but I was scared I wouldn't listen to nothing until my momma told me to put the pants back on & get off the bus. My momma ask one of my teacher to meet me with me but he wouldn't let me leave with my teacher so he put me on conditional suspension so that we would have a meeting with everybody.

Q- Who is "He"? Who is the person that kept talking to you about the pants?

A- Dr. Nelson

Q Why did he say you had to put the pants on?

A. he said my dress was real tight. he just wanted to see what I had on under my dress.

I HAVE READ (HAD READ TO ME) THE FOREGOING STATEMENT WHICH HAS BEEN FREELY AND VOLUNTARILY MADE BY ME AND IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Erica Hamilton
Signature

WITNESSES: Sgt. S. Brunson

I HAVE RECEIVED A COPY OF THE ABOVE STATEMENT Erica Hamilton
Signature

CCSO-109

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CHARLESTON COUNTY SHERIFF'S OFFICE

STATEMENT

OCA # 2016-OR-E354 DATE 04/15/16

STATEMENT OF Erica Hammon

ADDRESS _____ PHONE # _____

EMPLOYER: _____ PHONE # _____

RACE: _____ SEX: _____ DATE OF BIRTH: _____

Q- Did Dr. HALevi ever say anything about the dress being too short?

A- no

Q- Where do you sit on the bus?

A- the last seat

Q- Where was Dr HALevi standing when he asked you for the pants?

A- Mrs. Jennings was standing in the middle of the bus and he was behind her

Q Did Dr. HALevi come to your seat?

A- he wasn't able to get to me

Q- How did you give the pants to him?

A I threw it

Q What happened after he got the pants?

A he walked of the bus, Mrs. Jennings was telling me that she can't move the bus without me hearing on pants & then she was leaning to my mom

Q- Did you ever get the pants back?

A- yeah

I HAVE READ (HAD READ TO ME) THE FOREGOING STATEMENT WHICH HAS BEEN FREELY AND VOLUNTARILY MADE BY ME AND IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Erica Hammon
Signature

WITNESSES: Sgt. S. Brunson

I HAVE RECEIVED A COPY OF THE ABOVE STATEMENT Erica Hammon
Signature

CCSO-100

3/21/201

Plaintiff 520

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CHARLESTON COUNTY SHERIFF'S OFFICE
STATEMENT

OCA#: 2016-00635Y DATE: 04/25/16

STATEMENT OF: Erica Hamilton

ADDRESS: _____ PHONE #: _____

EMPLOYER: _____ PHONE #: _____

RACE: _____ SEX: _____ DATE OF BIRTH: _____

Q- Who gave you the pants back?
A- he gave the pants to the bus driver and she gave it to me
Q- When he told you to take the pants off was he able to see what you were wearing?
A- I don't know
Q Did you stay on the bus after that?
A- my mommy came to get me

EH

Bus Nathan Lucas Bus

EH

I HAVE READ (HAD READ TO ME) THE FOREGOING STATEMENT WHICH HAS BEEN FREELY AND VOLUNTARILY MADE BY ME AND IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Erica Hamilton
Signature

WITNESSES: Sgt. S Brunson

I HAVE RECEIVED A COPY OF THE ABOVE STATEMENT Erica Hamilton
Signature

CCSO-100

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EXHIBIT 21

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Page 1

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION
CASE NO.: 2:18-cv-01322-RMG-BM

Erica Hamilton and Linda Hamilton,

Plaintiffs,

v.

Andrew Halevi, Septima P. Clark Corporate Academy, Charleston County School District and Charleston County,

Defendants.

DEPOSITION OF

ERICA M. HAMILTON

****

Friday, October 11, 2019

10:30 a.m. - 4:44 p.m.

The deposition of ERICA M. HAMILTON was taken before Andrea R. Taylor, a notary public in and for the State of South Carolina, commencing on Friday, October 11, 2019, at the law offices of McGowan, Hood & Felder, LLC, 757 Johnnie Dodds Boulevard, Suite 101, Mt. Pleasant, South Carolina, pursuant to Notice of Deposition and/or agreement of counsel.

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APPEARANCES

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Also Present:
Linda Bowens Hamilton

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Defendant's Exhibit Number 2 16
(Student Incident Summary)
Defendant's Exhibit Number 3 90
(Hearing Officer's Report and Recommendation)
Defendant's Exhibit Number 4 90
(Order of Dismissal (Disciplinary))
Defendant's Exhibit Number 5 136
(Plaintiff's Supplemental Responses to Defendant Andrew Halevi's First Set of Request to Produce dated January 11, 2019 - document is not included in transcript per agreement of counsel)
Defendant's Exhibit Number 6 159
(Drawing)

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STIPULATIONS

It is stipulated by and between counsel for the respective parties that all objections are reserved until the time of trial, except as to the form of the questions.

This deposition is being taken pursuant to the Federal Rules of Civil Procedure.

The reading and signing of this deposition is waived by the deponent and counsel for the respective parties.

Whereupon,

ERICA M. HAMILTON, being duly sworn and cautioned to speak the truth, the whole truth, and nothing but the truth, testified as follows:

EXAMINATION

BY MR. MATTHEWS:

Q. Ma'am, please state your full name for the record.
A. Erica Moet Hamilton.
Q. How do you spell your middle name?
A. M-O-E-T.
Q. And your date of birth?
A. February 8, 2000.
Q. And your place of birth?

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A. Charleston.
Q. And I understand that Linda Hamilton is your mother?
A. Yes, sir.
Q. What's your current address?
A. 1000 Coopers Ridge.
Q. 1000?
A. Coopers Ridge. And that's in South Carolina.
Q. What's your zip?
A. 29456.
Q. I'm having a little trouble hearing you so if you'd speak up, that'd be great; and I'll extend you the same courtesy.
A. Okay.
Q. Have you lived in Charleston County your whole life?
A. I moved to Columbia for two years.
Q. Okay. What years were you in Columbia?
A. 2016 to 2018.
Q. Okay. Were you attending school in the Columbia area?
A. Yes, sir.
Q. Which school?
A. Westwood High School.
Q. Okay. Did you finish at Westwood?

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A. Yes, sir.
Q. Okay. And you graduated in 2018?
A. Yes, sir.
Q. Okay. What was your address in Columbia?
A. It was -- when I first got there, it was -- I can't remember. But when I left there, it was 192 Crimson Queen Drive.
Q. And was that a Columbia address?
A. Blythewood, South Carolina.
Q. Blythewood. Who were you living with in Blythewood?
A. My aunt.
Q. And what's her name?
A. Yolanda Murray.
Q. Do you have any siblings?
A. Yes, sir.
Q. Okay. How many?
A. Seven.
Q. You have -- were they -- these are all children of your mother?
A. I have four on my mother and three on my dad's.
Q. Okay. What's your father's name?
A. Eric Hamilton.
Q. Are your mother and father married?
A. No, sir.

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Q. Okay. Were they ever married?
A. Yes, sir.
Q. Okay. When did they divorce?
A. I'm not sure.
Q. Okay. Because you were born February 8, 2000, do you ever recall them being married?
A. Yes, sir.
Q. Okay. Do you remember about how old you were when they got divorced?
A. No, sir.
Q. Okay. All right. We'll figure that out later. You said there were four children by Ms. Hamilton and three by your father, Eric Hamilton. Who are the four that are children of Linda Hamilton?
A. Do you want their full names or just --
Q. Their surnames are fine.
A. Tykida.
Q. Ty --
A. -- kida, T-Y-K-I-D-A.
Q. Okay. And --
A. Norman. I'm not sure how you spell that. N-O-R-M-A-N.
Q. Norman?
A. Yeah.
Q. Okay. And who else?

Page 8

A. Matthew.
Q. Matthew. Okay. And?
A. Courtney.
Q. Courtney. And of course you?
A. Yes.
Q. Okay. So she had -- she has five children?
A. Yes, sir.
Q. Okay. How old is Tykida?
A. Forty-one.
Q. She's forty-one. And Norman?
A. Thirty-nine, I think if his -- I think he's 39, yeah.
Q. Okay. And Matthew?
A. Twenty-six.
Q. And Courtney?
A. Twenty-three.
Q. Twenty-three. They're all adults?
A. Yes, sir.
Q. Do they all live in Charleston?
A. Yes, sir.
Q. Okay. Good. And was Eric Hamilton the father of these four people?
A. No, sir.
Q. Okay. Who was the father of Tykida?
A. Norman.

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Q. Norman? I thought Norman was the name of the child.
A. Yeah. He's also the name of the father.
Q. Okay. What's Norman's last name?
A. Simmons.
Q. Simeons?
A. S-I-M-M --
Q. Simmons.
A. Uh-huh.
Q. Thank you. And he's the father of Tykida and Norman?
A. Yes, sir.
Q. Is he also the father of Matthew?
A. No, sir.
Q. Who is the father of Matthew?
A. Matthew.
Q. Okay. Do you know his last name?
A. Commodore.
Q. Matthew Commodore. Do you know who the father of Courtney is?
A. The same.
Q. Okay. And you're the only child of Eric Hamilton and Linda Hamilton?
A. Yes, sir.
Q. Okay. Have you ever lived with any of your

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siblings?
A. No, sir.
Q. Okay. Now, you also said that Eric Hamilton had three other children?
A. Yes, sir.
Q. Okay. And what are their names?
A. Denishio.
Q. Denishio. Okay.
A. Zaire.
Q. Okay.
A. And Jaylen.
Q. Do you know their ages approximately?
A. Yes, sir.
Q. Please help me. Denishio?
A. Twenty-seven.
Q. Okay.
A. Fifteen, 13.
Q. Okay. Do you know who the mother of these children are?
A. Yes, sir.
Q. Do you know their -- well, can you tell me her name?
A. Ella Mae is Denishio's mom.
Q. Ella Mae, do you know her last name?
A. No, sir.

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Q. Okay. And Zaire and Jaylen?
A. Dondra.
Q. Do you know Dondra's last name?
A. Hamilton, but that's her maiden name.
Q. That's her married name?
A. Yeah. Mrs. Hamilton.
Q. Well, because Zaire and Jaylen are 15 and 13, by your account, the divorce between Eric Hamilton and Linda Hamilton would have been before then?
A. I'm not sure.
Q. All right. Do you have any contact with any of Eric Hamilton's other children?
A. Yes, sir.
Q. Do you live with them?
A. No, sir.
Q. Okay. Do they live in Charleston County?
A. Denishio lives in Columbia.
Q. And what about Zaire and Jaylen?
A. They live in Dorchester County.
Q. Because the case is pending in federal court in the Charleston district, you've already given me a lot of names of adults who live in and around that area, the number of counties that are within the district of Charleston. And do you -- are there any other family members over the age of 18

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that live in the Lowcountry that are related to you by blood or marriage?
A. Yes, sir.
Q. Okay. Are we talking about lots of folks?
A. Yes, sir.
Q. -- or -- Okay. Why don't we do this: would you say over a dozen?
A. Yes, sir.
Q. Okay. Why don't we do this. Let's talk about your kind of family names that are somehow related to you. For instance, I know your last name is Hamilton. Do you know your mother's maiden name?
A. Truesdale.
Q. Truesdale. Are there lots of Truesdales related to you that live in this area?
A. Yes, sir.
Q. Okay. What other names are we looking for?
A. Murray.
Q. Murray. Okay. Good.
A. Bowens.
Q. Bowens. Okay.
A. I believe that's all.
Q. Okay. The Simmons don't live near here? That Norman Simmons who is Tykida and Norman's --

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A. They aren't my family.
Q. Okay. Okay. How about the Commodores?
A. They aren't my family.
Q. Okay. Do you really have anything to do with Tykida, Norman, Matthew, or Courtney?
A. Yes, sir.
Q. Okay. So we are going to include them. Okay. That'll do for now. Now, you said that you were 19? You were born February 8, 2020?
A. Yes, sir.
Q. Okay. And you graduated from college --
A. High school.
Q. I'm sorry, high school last year?
A. Yes, sir.
Q. Okay. When you were growing up, did you live in Ladson?
A. No, sir.
Q. Where did you live?
A. In Hollywood.
Q. Hollywood. Okay. Hollywood, South Carolina?
A. Yes, sir.
Q. Perfect. Do you remember the schools that you attended?
A. Yes, sir.
Q. Okay. Can you name them for me?

Page 14

A. Baptist Hill High School.
Q. I'm sorry?
A. Baptist Hill High School.
Q. Baptist Hill High School. Okay.
A. Septima P. Clark.
Q. Clark.
A. Daniel Jenkins.
Q. Daniel Jenkins, is that a high school or middle school?
A. It's a high school now. It was once a middle school.
Q. When you attended, it was a middle school?
A. Yes, sir.
Q. Okay. And others?
A. Elementary's?
Q. Yeah, please.
A. Minnie Hughes Elementary. Minnie Hughes.
Q. Okay. Is that in -- is that in Hollywood?
A. It's in Sugar Hill.
Q. I'm sorry?
A. Sugar Hill.
Q. Sugar Hill?
A. Yes, sir.
Q. All right. And again, if I ask you to speak up, I'm not trying to be rude. It's because

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literally I can't hear you.
A. Okay.
Q. And Daniel Jenkins is also, is that near Hollywood?
A. No, sir.
Q. Where is that near?
A. Like North Charleston.
Q. Okay. Did you move to North Charleston from Hollywood to attend Daniel Jenkins?
A. No, sir.
Q. No? You commuted from Hollywood?
A. There was a school bus.
Q. A school bus. Okay. What grade were you when you started attending Clark Academy?
A. Tenth grade, I believe.
Q. Okay. So did you attend high school at Baptist Hill prior to attending Clark?
A. Yes, sir.
Q. Okay. So you went to the ninth grade at Baptist Hill High School?
A. Yes, sir.
Q. Okay. Did you do anything else at Baptist Hill? Like did you start tenth grade and leave or -- did you start the tenth grade at Clark Academy?
A. Yes, sir.

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Q. Okay. And working back, that would have been 2015 is when you started at Clark Academy, or 2014?
A. '15.
Q. You think it was 2015?
A. Yes, sir.
Q. Okay. And you were one academic year at Clark?
A. Yes, sir.
Q. Okay. And you were one academic year at Baptist Hill?
A. Yes, sir.
Q. Okay. Prior to your time at Baptist Hill, including middle school and elementary school, had you ever had any discipline problems?
A. No, sir.
(Defendant's Exhibit Numbers 1 and 2 were marked for identification purposes.)
Q. Okay. I've handed you what's been marked as two exhibits. One is your complaint, which is Exhibit 1. The other is part of your discipline record, which is Exhibit 2. Looking at Exhibit 2, and please go ahead and look at it, on the fourth page --
MR. PHILLIPS: Is this what we're looking at?
MR. MATTHEWS: Yes, exactly.

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MR. PHILLIPS: And I'm sorry, what exhibit number was that?
MR. MATTHEWS: That was 2.
Q. This would have been in -- in October 2012, were you at Daniel Jenkins Middle School?
A. Yes, sir.
Q. All right. Now, here it says in October of 2012, you chased a student into the corner of the seventh grade hall and punched him in the chest and hit him with your hand on his back. He fell down. Did you get into a lot of fights in middle school?
A. No, sir. I did not.
Q. Okay. Do you recall that incident?
A. No, I don't.
Q. Okay. Do you know who Michelle Sullivan is?
A. No, sir.
Q. All right. On the third page at the bottom, this is an incident, again in October 2012, and it says you were sitting near Jordan who said something to her about her diseased forehead. You responded with an insult and exchanged -- exchange heated up as students responded back and forth. "As I was going over the lesson, I heard him make a comment again about her mother and

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ugly and Erica said loudly, "Tell me one more time and I will box you." I turned to him to address why he was talking and I asked him not to speak to her. I saw him smiling. Erica was coming quickly around the desks. I got between the two students. Erica knocked against me four times trying to get to the student and I had to block her hands and arms from reaching the other student who was seated and taunting her. I called the other students during this time and asked them to get help from another teacher or call administrator. Erica was removed from the classroom by Ms. White." Do you know who Isaac Legare is?
A. No, sir.
Q. Okay. Do you recognize him as one of your students -- or one of your teachers?
A. No, sir.
Q. Okay. Do you recall getting into that fight?
A. No, sir.
Q. Okay. Did you fight a lot in -- this would have been, I guess, seventh grade for you?
A. No, sir.
Q. Okay. The next one is the next day, again, from Michelle Sullivan. You were caught attempting to

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cut class during I&E. "I was walking down the seventh grade hall and noticed Erica walk in the halls and then asked where do -- where do you belong, and she replied, 'I'm going to the bathroom.' Then as I turned the corner to walk up the eighth grade hall, I noticed Erica never went to the bathroom. Instead she played with her friends and said, 'I ain't going to class because there ain't nothing to do.' I then told her to go to class and began to get smart at the mouth and sucked her teeth at me. Then I said 'excuse me?' and she continued to disrespect me and saying words under her breath. Per Hogan, Erica -- per Ms. Hogan, Erica was supposed to get her book from out of her locker or somewhere." Now, you were suspended out of school for three days for this for disrespect. Did you have trouble disrespecting your teachers at that time?
A. No, sir, I did not.
Q. Okay. I see that you were suspended also -- and the next is an incident from October 31st of 2012. Again, it appears to be at Baptist Hill. Well, this says in Baptist Hill that you were there in 2012. Does that ring your bell? Does that -- do you recall being at Baptist Hill prior

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to 2014? It says BHMHS. Does that refresh your memory about what school you were attending?
A. I'm not sure.
Q. Okay. Well, if you're not sure, that's a perfectly acceptable answer. But make sure because you're under oath that you're giving me complete and truthful answers, okay?
A. Okay.
Q. Okay. And you know what, I should -- let me take a moment and just review a couple of rules. Have you ever been deposed before, in a setting like this?
A. No, sir.
Q. Okay. Well, have you ever testified under oath before?
A. Yes, sir.
Q. Okay. Under what situation did you testify under oath? Was it a trial or hearing or something like that?
A. Wait, when you say oath?
Q. That means like you're giving sworn testimony under penalty of perjury?
A. Oh, no, sir.
Q. Okay. Well, this is -- a deposition is just like you're at a trial. Just we're not in a trial,

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but you've been -- the court reporter is taking down all the words we say. And because you have sworn to tell the truth and nothing but the truth so help you God, you're now testifying under penalty of perjury, and that means if you don't tell the truth, you've perjured yourself. So it's important for you to answer my questions truthfully and completely. Can we agree that you'll try to do that?

A. Yes, sir.

Q. Okay. Just as that's your duty, it's my duty to try to ask you questions that you can understand. Can we agree that if I ask you a question and you don't understand it, you'll ask me to clarify it?

A. Yes, sir.

Q. Perfect. Can we also agree then that if I ask you a question and you answer it, that means that you understand it and that you're giving me your most complete and truthful answer?

A. Yes, sir.

Q. Perfect. By local rule, I'm required to direct you to ask questions of me rather than your counsel for clarifications. That's just something I have to say. The only time you would be allowed not to answer a question is if

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ordinarily I would ask something that was privileged. For instance, if I asked you about what you and your lawyer discussed, he would have every right to object and direct you not to answer. Absent that, you may hear him object to the question, the form of the question, but even in those circumstances, you would need to go ahead and answer. Do you understand that?

A. Yes, sir.

Q. Okay. Perfect. Now, do I understand that you really kind of don't recall in 2012 where you were attending?

A. No, I don't recall.

Q. Okay. Well, given your birth date, you would have been 12 years old in the fall of 2012. If I recall my own children's progress, when they're 12, they're usually around seventh grade. Do you recall being in seventh grade about that time?

A. Yes, sir.

Q. Okay. So then seventh grade, of course, is a standard middle school, you know, grade. So in 2012, you were attending middle school; is that your recollection?

A. Yes, sir.

Q. Okay. Do you recall finishing middle school?

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A. Yes, sir.

Q. Okay. Was Baptist Hill High School the place you were zoned for or did you --

A. Yes, sir.

Q. Okay. So there was no specific choice or magnet program you were attending? It was simply the school that you were zoned to attend?

A. Yes, sir.

Q. Okay. Well, let's get back to this. In this case, when Mr. Legare gave you writing assignments, you whispered "bitch." "At this point Erica and the other students involved in the conversation paid little attention to the guided practice. When I called on them, they didn't know. They also began speaking of the teachers and begin moving to another class so they would no longer have to put up with me. Because they were getting louder and louder, I quit trying to talk over them and made the guided practice into a quiz where other students could use their notes and book to do it. Erica and the students became angry then. I called for Ms. Fennessy so she could discuss disrespect with them." This is another time, apparently, where you were suspended for disrespect. Were you --

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at this point in your life, were you diagnosed with some type of psychological issue that you were having to deal with?

A. No, sir.

Q. Okay. Would you describe yourself then as a student who -- did you think you were a discipline problem?

A. No, sir.

Q. Okay. Is there a reason that you were acting out in this manner?

A. No, sir.

Q. Okay. Do you recall these events at all?

A. I don't remember.

Q. Okay. During your time at Baptist Hill or Daniel Jenkins or Clark Academy, would you describe yourself as a discipline problem?

A. No, sir.

Q. Okay. Did you ever use the word "fuck" with a teacher?

A. No, I have not.

Q. Huh, interesting. Never?

A. No, sir.

Q. Did you ever use that word in school?

A. Maybe. I'm not sure.

Q. What do you mean you're not sure?

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A. I don't recall.
Q. You don't recall telling a teacher to "fuck off"?
A. No, sir, I don't.
Q. Interesting. Okay. Well, let's get back to this then. This is in November of 2012 when you were suspended again, this time for cutting class. Do you recall that incident?
A. I'm not sure where you're reading from.
Q. Look under count number 26. The date is November 9, 2012. The entry is by Michelle Sullivan. And it was for cutting class.
A. Can you repeat your question?
Q. Sure. Well, do you recall this incident where you were suspended again, as you read it?
A. I don't recall.
Q. Well, tell me this. I'm going to give you an opportunity, the incidents that occurred in the 2012-2013 school year go from counts 21 down to 30 where you were -- you had a bus suspension for -- because you used profanity toward a bus driver saying the word "fuck" and "ass." Do you recall any of that?
A. No, sir.
Q. Okay. Does that change your testimony about whether you ever used the word "fuck" with regard

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to a teacher?
A. No, sir.
Q. Okay. Have you ever used it with regard to a bus driver or staff member?
A. No, sir.
Q. That's your sworn testimony; is that right?
A. Excuse me?
Q. That is your sworn testimony?
A. Yes, sir.
Q. Okay. Fair enough. Do you recall, and I'm going to give you a moment to review any of these notations, where you were suspended one, two, three, four, five, six seven -- seven times in a single school year, in the 2012-2013 school year. Do you want to review that, or do you recall any of these suspensions.
MR. PHILLIPS: Gene, let's do this. We haven't seen any of these documents.
MR. MATTHEWS: Uh-huh.
MR. PHILLIPS: Let me take a few minutes and go over these with her, whichever ones that you are going to use.
MR. MATTHEWS: Perfect. Let's just start with this one.
MR. PHILLIPS: Okay.

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MR. MATTHEWS: And if you need a few moments to talk to her, by all means.
MR. PHILLIPS: Yeah.
MR. MATTHEWS: Don't have a problem with that.
MR. PHILLIPS: And are we going to use these here?
MR. MATTHEWS: Let's see.
MR. PHILLIPS: Because I haven't seen any of these. This is the first time this morning.
MR. MATTHEWS: I'll probably refer to them to help -- because we're going to go through your testimony. Dr. HaLevi actually gave you testimony --
MR. PHILLIPS: Yeah.
MR. MATTHEWS: -- we're going to talk about that, but we're also -- we'll probably try to talk about those as well, so by all means. And while you're on the subject, let me make sure there are any others. I've got the complaint; I've got your answers. A lot of these are -- in fact, I think everything else is what you submitted to us.
MR. PHILLIPS: Yeah, yeah. No, that stuff -- all that stuff is fair game.
MR. MATTHEWS: Okay. So here's the medical stuff.
MR. PHILLIPS: We're okay with that.
MR. MATTHEWS: Okay. Perfect.
MR. PHILLIPS: I just want to do the new stuff.

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MR. MATTHEWS: Actually, before you go, let me make sure, these are general interrogatories, that's that -- yeah, we're good.
MR. PHILLIPS: Okay.
(Break from 11:00 a.m. until 11:09 a.m.)
BY MR. MATTHEWS:
Q. Ms. Hamilton?
A. Yes, sir.
Q. I notice you looking down at your hands. Do you have a phone with there you there?
A. Just playing with my ring.
Q. Okay. I would just say, it'll make it easier if you just -- we all kind of space out from time to time. If you ever need a break, just please let me know.
A. Okay.
Q. Okay. Well, let's get back to it then. During the break, did you discuss anything with your attorney other than --
MR. PHILLIPS: I'm sorry. I've got a hearing with the judge.
(Break from 11:10 a.m. until 11:26 a.m.)
BY MR. MATTHEWS:
Q. Erica, we had a brief delay, but we're back on the record now. Other than speaking with your

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attorney about the documents that were new today, did you have any other discussion with your attorney?
A. No, sir.
Q. Okay. We're still looking at Exhibit 2, which is a student incident summary. On the second page of this document, incidents 15 to 20 appear to be a list of suspensions that you received while you were a student at Daniel Jenkins Academy, and that was in the 2013 to 2014 school year. Do you recall that?
A. No, sir.
Q. This may refresh your memory. Number 20 at the bottom from January 2014 is an incident where you slapped another student in the face and you were suspended for inappropriate behavior. Do you recall that?
A. What number again? I'm sorry.
Q. Number 20, at the bottom of the page.
MR. PHILLIPS: Gene, I'm sorry, which number are you referring to, 20?
MR. MATTHEWS: Yeah, bottom of the page.
A. And what was your question?
Q. Do you recall slapping the student in the face? Striking the other student?

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A. Yes, sir.
Q. Okay. Do you recall why you struck that student?
A. No, sir.
Q. Okay. Did you strike other students often?
A. No, sir.
Q. Okay. Do you recall how many times you physically struck other students?
A. I don't recall.
Q. Okay. Was it more than a dozen?
A. No, sir.
Q. Less that a dozen?
A. Yes, sir.
Q. Okay. And have you ever struck a staff member or a student -- or a teacher?
A. No, sir.
Q. Okay. It also says in March 2014 you were suspended where you refused to sign in money and then repeatedly said "Mother fucking God." Do you recall saying that?
A. I may have.
Q. Okay. Your earlier testimony under oath was you had never said the word "fuck" to a student -- to another -- to a faculty member or a staff member. Do you want to change that testimony?
A. Your question again?

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Q. Do you want to change your testimony? Earlier you told me under oath that you had not used the word "fuck" with regard to a staff member or faculty member. It appears that's not true. Do you want to change your testimony?
A. Yes, sir.
Q. I'm sorry?
A. Yes, sir.
Q. Okay. So you do admit now that you have used the word "fuck" with faculty members and staff members?
A. I may have.
Q. Okay. In April of 2014, you were suspended again, this time for disrespect. Were you ever counseled by anybody in this school year by a counselor or a supervisor or something, or your parents, about why you were so disrespectful in school?
A. I may have.
Q. Okay. Well, do you recall what they told you?
A. No, sir.
Q. Okay. Were you seeing a professional psychologist or counselor at this time?
(Interruption at door.)
Q. My question was, were you seeing a counselor or

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professional psychologist, something like that, during this time for, essentially, being a problem student?
A. I don't remember.
Q. Okay. Would you agree with me that being suspended six times in the space of six months is indicative of being a behavior problem?
A. Can you --
MR. PHILLIPS: Object to the form. You can answer that.
Q. Please answer.
MR. PHILLIPS: Okay. Whenever I say that, that's just -- let me say that and then you go ahead and answer, okay, unless I tell you not to answer. But we're objecting to form, you answer his question. Gene, if you want to restate the question.
A. Yes, please.
MR. MATTHEWS: Could you restate it?
(The question was read back.)
Q. Would you agree with me that being suspended six times in the space of six months is indicative of being a behavior problem?
A. Can you define the word "indicative"?

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Q. It indicates.
A. Yes.
Q. It suggests that you're a behavior problem?
A. Yes, sir.
Q. Okay. Now, the last time, it appears June the 2nd of 2014, you were again suspended for profanity. This time it indicates that you approached the staff member concerning your phone being taken away. Asked me if I had taken it. "I told her I had because it was on in the building. She stated it was always on in the building because she never turns it off. She stated that someone told her that the referral stated she was mashing buttons. I told her I did see her pressing buttons. At this point, she became upset. I told her I was not going to argue with her. She stated she would have her phone before she goes home today. She walked away saying 'I will have my fucking phone before I go home today.' She continued to talk as she walked away and I heard her say 'fuck' at least two more times. She continued to talk loud about it as I waited inside Ms. Mabry's office to speak with her." Do you recall that incident?
A. It may have happened.

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Q. Okay. Do you have any reason to believe it didn't?
A. I just don't remember.
Q. Okay. Well, I think you indicated earlier that you were changing your earlier testimony; that you, in fact, did say "fuck" to staff members and/or faculty members while you were a student; is that true?
A. Yes.
Q. Okay. DJA, is that Daniel Jenkins?
A. Yes, sir.
Q. Okay. Is that an academy?
A. I think it was alternative school.
Q. It's an alternative school?
A. Yes, sir.
Q. Okay. Was it a -- well, this would have been while you -- you would have attended this school when you were 13 and 14 years old. Was that, to your mind, was that still in middle school?
A. Yes, sir.
Q. Okay. Prior to that year you were at Daniel Jenkins, did you attend another school, BHMHS?
A. Yes, sir.
Q. What school was that?
A. Baptist Hill.

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Q. That was a middle school?
A. Yes, sir.
Q. Okay. Okay. So that would have been in 2012 and 2013, right?
A. Yes, sir.
Q. Okay. And you attended Daniel Jenkins in 2013 and 2014; is that correct?
A. Yes, sir.
Q. Okay. So we just need to correct that earlier testimony. I think earlier you had said you attended Baptist Hill in 2014 and 2015. That's not true, is it?
A. Can you repeat your question?
Q. Sure. You had earlier testified under oath that you attended Baptist Hill High School from 2014 to 2015. As it turns out, that's not true, is it? You attended Baptist Hill prior to attending Daniel Jenkins --
A. Yes, sir.
Q. -- is that correct? All right. And if you -- you attended middle school there; is that correct?
A. At?
Q. At Baptist Hill.
A. Yes, sir.

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Q. Okay.
A. And high school.
Q. Well, let's return back to that because, in the following year, 2014 to 2015, do you recall what -- just on the top of your head, do you recall what school you attended?
A. From what years again?
Q. Sure. 2014 to 2015. You would have been a 14 year old and a 15 year old. Was that also a middle school year?
A. I think that would have been -- well, yes, middle school.
Q. Okay. So you were 15 year olds in middle school?
A. Yes, sir.
Q. Okay.
A. I believe so.
Q. Did you skip a grade? Or were you held back ever in a grade?
A. No, sir.
Q. Okay. Do you recall how old you were when you started school?
A. No, sir.
Q. Okay. The school that your discipline report indicates you were at is CCA for the 2015-2016 school year. I believe that's Clark Academy; is

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that right?
A. I'm not sure. I was trying to figure that out too.
Q. Okay. All right.
A. CCA?
Q. Well, your first -- on the same page, your first discipline at Clark appears to be in August 21, 2015. You had been warned and given a CCSD student code of conduct booklet on August 20. You came in with a midriff shirt, on exposing your lower stomach areas. The button-down sweater was also worn to conceal the shirt when it was in the presence of teachers and staff. The student was advised that would not be acceptable and Clark clothing was offered. You initially refused. Do you recall that incident?
A. Where are you?
Q. Same page, number 14.
A. It may have happened.
Q. Okay. Do you know who Lakevia Ford is?
A. No, sir.
Q. Okay.
A. I don't remember.
Q. On incident 12, on September 2015, you were cited for provoking a fight in which you began to curse

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as you were talking to somebody named Grampus and told her,"Bitch, if you want to fight, your fucking ass will beat up and did not remain seated while the bus was in motion." Do you recall that incident?
A. Yes.
Q. Okay. Did you often get in -- was this the only time when you got into a fight on the bus?
A. Yes, sir.
Q. This is the only time you got in a fight on a bus?
A. I believe so.
Q. Okay. Well, this is your testimony. I want you to be happy with it. Is that your testimony?
A. Yes.
Q. Okay. Is it the only time you used the word "fuck" when you were on a bus?
A. Say that again.
Q. Is it the only time you used the word "fuck" when you were riding on a bus?
A. You said on the ride on a bus?
Q. When you were riding on the bus?
A. No, sir.
Q. I'm sorry?
A. No, sir.

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Q. Okay. About how many times did you use that? Was that a daily thing or just every so often?
A. Just every so often.
Q. Okay. Count 11 was in the same month. It said that both students, Hamilton and Roper. Do you know who a Mr. Roper might be?
A. Yes, I do.
Q. Who is that?
A. Derrick Roper.
Q. Derrick Roper. Was he a boyfriend of yours?
A. Yes, he was.
Q. Okay. It says here, "You were engaged in physical contact in an inappropriate manner. Driver states this is not the first time this has occurred on her bus and she has verbally warned both students to no avail, and it is now time for things to cease and desist." Who was the bus driver that you were referring to, or that was referenced here, do you know? If you know.
A. Ms. Jenkins.
Q. Ms. Jenkins was the bus driver?
A. (Nods head.)
Q. Okay. Did she on a number of occasions tell you to quit inappropriate contact with Mr. Roper?
A. Just once.

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Q. Just once?
A. Besides this one, so twice.
Q. Okay. Did it occur often?
A. No, sir.
Q. Okay. So she's wrong here?
A. Just -- it only happened twice.
Q. Okay. Happened twice. Okay. I see in your medical records references a boyfriend being murdered. Was that Mr. Roper?
A. Yes.
Q. And was -- Derrick Roper. When was he murdered?
A. March 16th.
Q. Of what year?
A. 2016.
Q. Okay. Was he --
A. March 18, 2016. Sorry.
Q. March 18, 2016. That's okay. And do you recall the circumstances of his murder?
A. Can you clarify that for me?
Q. Well, I mean I can ask you direct questions. That might be better. Was he murdered by somebody that he knew, or was it a -- was it incident to a robbery? Was he -- can you recall any of the circumstances where he was murdered?
A. Oh, no. No, sir.

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Q. Do you know if he was shot?
A. Yes, sir.
Q. Okay. Was it by another young man?
A. I believe so.
Q. Okay. Do you know if the case was solved?
A. No, sir.
Q. You don't know if the perpetrator was apprehended?
A. No, sir.
Q. Okay. Were you ever a witness in that?
A. You said was I --
Q. Did the police interview you --
A. Oh, no, sir.
Q. -- in its investigation of the murder?
A. No, sir.
Q. Okay. Do you know if it was drug related?
A. No, sir.
Q. Okay. Do you know if Mr. Roper used drugs?
A. No, sir.
Q. Okay. Have you ever used illegal drugs?
A. No, sir.
Q. Okay. On the first page of Exhibit 2, Ms. Ford reports that "Erica asked me a question and when Robert answered, before I could respond, before I could -- when Robert answered before I could, she

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responded by telling him to 'eat my ass.'" Do you recall that incident?
A. No, sir.
Q. Do you recall getting detention for it?
A. No, I don't recall.
Q. Okay. Do you recall refusing to pick up artwork that you had knocked down? This is number eight.
A. Yes, I do.
Q. Any reason you didn't pick it up?
A. No, it's no reason.
Q. Okay. Number seven. Apparently two -- you -- two students are wearing shirts that had profanity signs and gang signs displayed. Both shirts are representing D. Roper, but they're inappropriate. Tell me what that was about.
A. My shirt didn't have any gang signs or profanity on it.
Q. Okay.
A. It was a simple dress.
Q. What did it have on it?
A. The day he died, the day I met him, and a picture of us. Nothing inappropriate was on it.
Q. Okay. Did they ever tell you what the gang signs were?
A. No, sir.

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Q. Okay. You still have the shirt?
A. The dress, yes, I do.
Q. Okay. Number five was on May 4th for cheating. Did you tell the teacher to "leave her the fuck alone"?
A. No, I don't recall saying that.
Q. Do you recall cheating?
A. Yes, I do.
Q. Is it the first time that had occurred?
A. Yes, sir.
Q. First time?
A. Yes, sir.
Q. Okay. During the school year of 2015 to 2016, were you under any type of medical treatment?
A. Can you repeat the years?
Q. Yeah. The academic year of 2015 to 2016 when you were at Clark Academy, were you on any type of medical treatment? Were you taking drugs --
A. No, sir.
Q. -- that were prescribed by a physician?
A. No, sir.
Q. Okay. Clark Academy exists as an alternative school. Is there a reason you were at the alternative school, that you thought it was a good idea to be at the alternative school?

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A. To get in my right grade. I was there to help with -- to get help with credits.
Q. Okay. Were you behind on your credits?
A. Yes, sir.
Q. Okay. How were you behind on your credits?
A. You said how?
Q. Yeah. Did you -- had failed classes before or --
A. Yes, sir.
Q. Okay. Was that due to your being suspended so much?
A. No, sir.
Q. Well, what was that due to?
A. Not understanding the work.
Q. Okay. All right. Do you recall what your in-service suspension was for in the -- looks like the fall of 2016 and the following school year you were warned and suspended on a number of occasions for profanity and confrontations and hitting and kicking at other students, refusing to obey and being defiant. Do you recall any of the circumstances of these incidents from the fall of 2016?
A. No, sir.
Q. Okay. At what time -- since you were at Clark Academy in the fall of 2016, do you recall when

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you left Clark and went to Westwood? Was that during the middle of the school year?
A. Yes, sir.
Q. Okay. Did Clark Academy ask you to leave, or did you leave of your own volition?
A. I left by myself.
Q. Okay. Why did you leave?
A. To go somewhere to better myself.
Q. Okay. Was this a decision that you made with your mother?
A. Yes, sir.
Q. Did your mother accompany you to Blythewood?
A. What does that word mean?
Q. Accompany?
A. Yes.
Q. Did she join you in Blythewood? Or did she stay in Charleston?
A. She stayed in Charleston.
Q. Okay. Before we get kind of deeply into the incidents that prompted the lawsuit, do you have a work history? Have you ever held a job?
A. Yes, sir.
Q. Okay. Do you currently hold a job?
A. Yes, sir.
Q. Okay. What do you do?

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A. I work at a daycare.
Q. At a daycare?
A. Yes, sir.
Q. Okay. Which one?
A. Nia's Infant and Toddler. Nia's Infant and Toddler.
Q. How do you spell Nia's?
A. N-I-A.
Q. Apostrophe S?
A. Yes, sir.
Q. Okay. And where is this?
A. On Rivers Avenue.
Q. How long have you had that job?
A. I started in July.
Q. Of 2019?
A. Yes, sir.
Q. Okay. Is it full time?
A. Yes, sir.
Q. Okay. How much are you paid?
A. Ten dollars.
Q. Do you work 40 hours a week?
A. Yes, sir.
Q. Okay. Do you have any other work right now?
A. No, sir.
Q. Okay. Prior to working at Nia's Infant and Toddlers, where did you work?
A. Care Academy.
Q. Okay. And what did you do there?
A. A teacher.
Q. Okay. And was it also a preschool?
A. Yes.
Q. Okay. Do you have any type of certification to teach?
A. No, sir.
Q. Okay. Care Academy, where is that?
A. In West Ashley.
Q. West Ashley. Okay. And how long did you work there?
A. November 2018 to July 2019.
Q. Okay. It was a full-time job?
A. Yes, sir.
Q. Forty hours a week?
A. Yes, sir.
Q. And how much were you paid an hour?
A. Ten dollars.
Q. Okay. Any reason you left?
A. Yes, sir.
Q. What was the reason?
A. Distance from where I live.
Q. Okay. And did you have a job before that?

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A. Yes, sir.
Q. What was that?
A. Bojangles' in -- that was in Columbia.
Q. Bojangles'. That was one of my first jobs working for Bojangles'. I used to dust chickens. Pathways to success. When did you start at Bojangles'?
A. I actually don't remember.
Q. Okay. Well, we know it was -- was it in 2017, something like that?
A. Yes, 2017.
Q. Okay. Because you finished high school at Westwood in the spring of 2018; is that right?
A. Yes. 2017 -- probably about to about 2018, February. I stopped right before my birthday.
Q. Okay. So you only worked there for about six months?
A. Yes, sir.
Q. Okay. And when did you quit?
A. You said why?
Q. No, when?
A. February.
Q. No, that's when you started, right?
A. No. That's when I quit.
Q. Oh.

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A. I started in -- I can't even remember.
Q. Okay. Was it a part-time job?
A. It was full time.
Q. It was full time?
A. Uh-huh.
Q. Okay. And you were also going to school?
A. Yes, sir.
Q. Okay. And how much were you paid?
A. 9.75.
Q. 9.75. Good. And that was in Columbia?
A. Yes, sir.
Q. Do you remember the location?
A. Off of Longtown Road.
Q. Okay. Prior to that?
A. I skipped one, actually.
Q. Okay. That's okay.
A. Marshall's.
Q. You worked at a Marshall's?
A. Yes, sir.
Q. Okay. When did you do that?
A. Started in July.
Q. Of?
A. 2018.
Q. After you graduated?
A. Yes, sir. I came back home.

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Q. You worked at a Marshall's from July to when?
A. To December of 2018.
Q. Okay. And then you were working at the Care Academy?
A. Yes, sir.
Q. Was it a full-time job?
A. Part time.
Q. Part time. About how many hours? Maybe 20 a week?
A. Maybe 25.
Q. Twenty. Okay. Do you remember what the pay rate was?
A. 9.75.
Q. Okay. Good. And then kind of -- kind of back me out of Bojangles'. Was there anything between Marshall's and Bojangles'?
A. That's all.
Q. Okay. Good. And how long did you work at Bojangles'?
A. Like five months maybe.
Q. Maybe from say like the winter or fall of 2017 to early 2018?
A. Yes.
Q. Okay. Anything before that?
A. No, sir.

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Q. Have you ever worked at a Hardee's? I noticed it said that in your medical records you were working at Hardee's?
A. Oh, yeah. That was during 2016.
Q. Okay.
A. I only been there for like a couple weeks.
Q. 2016 in some regard? Do you remember when or how long?
A. I think I started there in like September.
Q. Of 2016?
A. Yes, sir. No, 2015.
Q. Okay. You were 15 years old?
A. Uh-huh.
Q. Okay. Interesting. And do you remember how long you worked there?
A. I stopped working there like April -- like the ending of April.
Q. 2016?
A. Yes, sir.
Q. All right. Was it part time or full time?
A. Full time.
Q. Forty hours a week?
A. Yes, sir.
Q. Okay. And how much were you paid?
A. Nine dollars.

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Q. Okay. Nine dollars an hour?
A. Uh-huh.
Q. Okay. Have you ever been fired from a job?
A. I don't -- no, I don't think so.
Q. Well, you would know if you were fired from a job.
A. Yeah.
Q. It's memorable.
A. No, sir.
Q. Okay.
A. Never been fired.
Q. All right. Have you ever had to stop work because of some type of mental or emotional problem?
A. Yes, sir.
Q. Okay. When was that?
A. Hardee's.
Q. You stopped working at Hardee's?
A. Yes, sir.
Q. Okay. That was in April of 2016?
A. Yes, sir.
Q. Okay. And then you started working at Bojangles', that was your next job?
A. Yes, sir.
Q. Okay. There was nothing in between that?

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A. No, sir.
Q. Nothing in the fall of 2016?
A. (Shakes head.)
Q. You're sure?
A. McDonald's.
Q. When did you work at McDonald's?
A. I don't --
Q. Was that the summer of 2016?
A. I know I was at Clark. I think it was --
Q. Was it after you worked at Hardee's?
A. Yes, sir.
Q. Okay. Well, if you stopped working at Hardee's in April of 2016 and you started working at Bojangles' in the fall of 2017, you were working at McDonald's kind of in the summer of 2016. Do you remember how long that was?
A. No, I don't remember.
Q. Okay. Could you find that out for us, your work record? Kind of where you worked, when you started, when you finished?
A. How would I do that?
Q. Well, ordinarily when you earn money, you have to file taxes. So that would be one good way to look back at what your earnings were, if you kept your pay stubs, that sort of thing, something

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that would be relatively common for somebody to do. Okay. But we know in the summer of 2016, perhaps into the fall, you were working at McDonald's. Do you remember the location? Maybe that's a good way to --
A. I believe that's Sam Rittenberg.
Q. Okay. So it's certainly before you -- before you went to Blythewood?
A. Yes.
Q. Okay. Because your -- was the Marshall's also in Charleston?
A. Yes, sir.
Q. Okay. So the only place you worked in Columbia was Bojangles'?
A. Yes, sir.
Q. Perfect. Okay. Now, I've also handed you what's been marked as Exhibit 1. This is the complaint that was filed in this case. Have you seen it before today?
A. No, sir.
Q. You've not seen it before today?
A. No, sir.
Q. I can't hear you.
A. No, sir.
Q. Okay. Did you ever discuss the complaint with

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anybody prior to it being filed on your behalf?
A. No, sir.
Q. Okay. So just so I'm clear, today is the very first day that you're seeing this document, the complaint?
A. Yes, sir.
Q. Okay. Now, in paragraph 11 on page 3 of your complaint, on the top it will say -- if it's easier for you, you can look at the top right here where it says page 7 of 16. It's actually that page you're on right now. Okay. Paragraph 11, it says that, "On or about April 26," I'm sorry, "April 22, 2016, you went to the attendance office as you did every morning to check in."
A. Yes.
Q. Do you recall doing that?
A. Yes, sir.
Q. Okay. Do you recall what you were wearing at the time?
A. Yes, sir.
Q. What was it?
A. A dress.
Q. Okay. Did you believe that it complied with the dress code policy?

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A. Yes, sir.
Q. Okay. And, in fact, it did not? Were you told by the principal at the time that it did not comply with the policy?
A. No, sir.
Q. You were never told that?
A. No, sir.
Q. Okay. Were you told to go to the cafeteria when you arrived at school?
A. No, sir.
Q. You were never told to go to the cafeteria when you arrived at school?
A. No, sir.
Q. Okay. How far did the dress go down on your body?
A. It was fingertip length.
Q. I'm sorry?
A. Fingertip length.
Q. Do you still have the dress?
A. Yes, sir.
MR. PHILLIPS: We'll get a picture of it. I spoke with them about that yesterday. We'll take a picture of it and get it to her. I mean, get it to you, not her. To you.
Q. Okay. Was it blue?

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A. Yes, sir.
Q. Was it made of denim?
A. Yes, sir.
Q. Did it button down the middle?
A. Yes, sir.
Q. At this point, your boyfriend had already been murdered, right?
A. Yes, sir.
Q. Okay. This will sound like stupid question; there's a reason for me asking it. I presume you were upset when your boyfriend was murdered?
A. Yes, sir.
Q. Okay. Did you seek counseling of any type due to his murder?
A. No, sir.
Q. Okay. I presume -- I shouldn't presume. Were you surprised when he was murdered? I mean, that's not something that you would ordinarily anticipate, is it?
A. Yes, sir.
Q. Okay. I take it also you were deeply saddened by that?
A. Yes, sir.
Q. Okay. Did you ever curse at any staff member on that day?

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A. I may have.
Q. Okay. That's something that you -- that's not uncommon, you would -- it's not uncommon for you to have cursed at staff members, as we've seen; is that right?
A. Yes, sir.
Q. Did your mother know that you regularly cursed at staff members?
A. I presume so.
Q. I'm sorry?
A. I believe so.
Q. Okay. Did she ever counsel you not to do that?
A. Yes, sir.
Q. Okay. Did you ever curse at your mother?
A. No, sir.
Q. All right. Okay. Did he ask -- when I say he, I mean Dr. HaLevi. Did Dr. HaLevi ask if you had shorts underneath your dress?
A. Yes, sir.
Q. What did you tell him?
A. Yes.
MS. HAMILTON: I can't get it to go off.
MR. MATTHEWS: We'll take a short break.
(Break from 12:04 p.m. until 12:12 p.m.)
BY MR. MATTHEWS:

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Q. Erica, I asked you -- was asking you questions about the complaint and the incident of that day. You allege in paragraph 14 of your complaint, that "Defendant HaLevi then demanded that Erica 'lift up her dress' so he could see if she actually had shorts on underneath the dress." Did that occur?
A. Yes, sir.
Q. Okay. Were you alone with him when that occurred?
A. Yes, sir.
Q. You were --
A. No, sir.
Q. You were alone?
A. No, sir, I wasn't.
Q. Who else was there?
A. One of my friends.
Q. One of your friends?
A. Yes, sir.
Q. Who was that?
A. My friend.
Q. Who -- yeah, what is -- what was your friend's name?
A. Quaneshia.
Q. Ma'am, I can't --

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MR. PHILLIPS: You need to speak up just a little bit because she's got to get --
A. Quaneshia.
Q. How do you spell that name?
A. Q-U-A-N-E-S-H-I-A.
Q. What's Quaneshia's last name?
A. Grampus.
Q. Okay. Was anyone else around?
A. No, sir.
Q. Okay. Were you told at that time to go to the cafeteria?
A. No, sir.
Q. You're denying that he told you to go to the cafeteria?
A. He told me to go to the cafeteria after.
Q. After what?
A. All of -- after he asked me to lift up my dress and I told him no.
Q. Okay. Then he told you to go to the cafeteria?
A. Yes, sir.
Q. Because it says here in paragraph 15 you refused and walked to head to class.
A. Yes, sir.
Q. Okay. But did you go to the cafeteria instead after he --

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A. No, sir.
Q. -- directed you to do so?
A. No, sir.
Q. Why did you refuse to go where he told you to go?
A. Because he asked to look under my dress.
Q. Okay. And so you thought you could refuse his command after that to go to the cafeteria?
A. Yes, sir.
Q. I'm sorry?
A. Yes, sir.
Q. Okay. Is that the first time you had refused to do what he asked?
A. No, sir.
Q. Okay. Had you refused to do what he asked on a number of other occasions?
A. Maybe once or twice.
Q. Okay. What were those about?
A. I can't really remember the exact cause.
Q. Okay. Did you often refuse to do what your teachers or supervisors told you to do?
A. No, sir.
Q. Why Dr. HaLevi?
A. I'm not sure.
Q. Did you like Dr. HaLevi?
A. Yes, I did.

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Q. Why did you refuse to do what he asked you to do? He was your principal, right?
A. Yes, sir.
Q. So you knew that unless he asked you to do something illegal, that you would do -- you should do what he told you to, right?
A. Yes, sir.
Q. Okay. And yet you refused on multiple occasions?
A. Yes, sir.
Q. Okay. Was that appropriate behavior on your part?
A. No, sir.
Q. Okay. Why did you refuse to go to the cafeteria again?
A. Because he asked to look under my dress.
Q. Okay. And the only other person who was witness to that was your friend Quaneshia?
A. Quaneshia, yes, sir.
Q. Is it pronounced Quaneshia?
A. Yes, sir.
Q. Even though there's an I-A at the end?
A. Yes, sir.
Q. All right. Do you keep in touch with Ms. Grampus?
A. Yes, sir.

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Q. Okay. Are y'all still friends?
A. Yes, sir.
Q. Have you talked with her about the case?
A. No, sir.
Q. Okay. Does she know that you listed her as a witness?
A. No, sir.
Q. Okay. Do you know where she lives?
A. No, sir.
Q. You don't know where she lives?
A. No, sir.
Q. How do you stay in contact with her?
A. I have her phone number.
Q. What is her phone number?
A. I don't know it out of my head.
Q. Okay. Can you get it to your lawyer?
A. Yes, sir.
Q. Okay. Because we'll need to contact her.
A. Okay.
Q. Do you know if she's represented by counsel?
MR. PHILLIPS: You're talking about the number for --
MR. MATTHEWS: For Quaneshia Grampas.
MR. PHILLIPS: Yeah, I just got that yesterday when I saw her. I'll get it out.
MR. MATTHEWS: Perfect. Perfect.

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Q. Do you know if your lawyer has been in contact with Ms. Grampus?
A. No, sir.
Q. Okay. Did you go to the attendance office instead of the cafeteria? Or did you go to class?
A. I went to class.
Q. You went to class. Did you ever go to the attendance office rather than the cafeteria?
A. I apologize. I went to the attendance office to call my dad, so.
Q. You did not go to class?
A. I went to the attendance office and then I went to class.
Q. Okay. You called your father?
A. Yes, sir.
Q. Okay. Was he living in Charleston at the time?
A. Yes, sir.
Q. Okay. Did you live with your father?
A. No, sir.
Q. Have you ever lived with your father?
A. No, sir.
Q. Okay. What did you tell your father?
A. That Mr. HaLevi asked to look under my dress.
Q. Okay. And did anyone witness that conversation?

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A. Yes, sir.
Q. Who?
A. The attendance -- I can't remember her name.
Q. There was a person at the attendance office that witnessed you having that conversation?
A. Yes, sir.
Q. And you don't remember that person's name?
A. No, sir.
Q. Okay. Did you go to the cafeteria to eat breakfast?
A. No, sir.
Q. That morning you had already eaten breakfast at the time?
A. Yes, sir.
Q. Okay. So you went to the attendance room and then you went to class?
A. Yes, sir.
Q. So you never went to the cafeteria that morning?
A. No, sir. Yes.
Q. I'm sorry, are you changing your testimony?
A. Yes.
Q. Okay.
A. I went to the cafeteria, but I didn't eat breakfast.
Q. Okay. Just to hang out with fellow students?

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A. We had a morning meeting.
Q. I'm sorry?
A. A morning meeting.
Q. Okay. So did you stay in the cafeteria after that morning meeting was over?
A. Yes, sir.
Q. Okay. Really? You're sure?
A. Yes, sir.
Q. You're certain?
A. Yes, sir.
Q. Okay. No one asked you to stay in the cafeteria? You just went on to class after you were in the cafeteria?
A. Excuse me?
Q. As I understand your testimony, after you came into the school and saw Dr. HaLevi, you then went to the attendance office to call your father, then you went to the cafeteria for a morning meeting, and then you went to class?
A. Yes, sir.
Q. Is that your testimony?
A. Yes, sir.
Q. Okay. No one asked you to stay in the cafeteria?
A. Yes, sir.
Q. I'm sorry?

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A. Yes, sir.
Q. Somebody did?
A. Uh-huh.
Q. Who did?
A. Mr. HaLevi.
Q. Okay. Why did you disobey him?
A. Because he wanted to look under my dress.
Q. Did he say he wanted to look under your dress?
A. Yes, after he spoke with me. He said, "Let me look under your dress."
Q. Okay. That was in the cafeteria?
A. Yes, sir.
Q. So that was the second time he had done that?
A. Yes, sir.
Q. Was anyone around to hear that conversation?
A. No, sir.
Q. So it's your testimony that this man who is the principal of the school had a teenage girl with him alone, and this man asked to look under your dress?
A. It was more than just me in the cafeteria, but I'm the only person that heard him say that.
Q. Interesting. Were you separated from the other students?
A. Yes, sir.

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Q. Okay. By how much?
A. A table.
Q. By one table?
A. Yes, sir.
Q. Okay. Were any other adults in the class? Or in the cafeteria at the time, right?
A. I don't remember.
Q. Okay. Okay. You don't remember if there were any other adults around?
A. Yes, sir.
Q. Okay. So he asked you for a second time to look under your dress, right?
A. Yes, sir.
Q. Okay. At the time, were you wearing shorts?
A. Yes, sir.
Q. Over your underwear?
A. No, they were like boy shorts. They're underwear, but they're shorts.
Q. Like boxers?
A. Not really boxers, but yeah, I guess you can say that.
Q. Forgive me, I'm a little familiar with female underwear. So excuse me. Was it kind of a gauzy material or --
A. They're called boy shorts, but they're underwear.

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They're just like --
Q. Okay. Hopefully I won't get kicked off the internet, and you are educating a middle-aged man, so forgive me. I'm now Googling "boy short" and hopefully an image will appear and you can identify if this is what we're talking about.
A. Yes.
Q. So kind of an athletic short that a boy might wear to gym?
A. Yeah. Yes.
Q. Okay.
A. Not really boys but they're --
Q. Here's another type of image.
A. Now, those are like sweat pant shorts.
Q. Okay. So they're not -- not what you would wear in a gym?
A. No.
Q. Okay. One of my sons played baseball and would sometimes under his uniform wear what he would call compression pants. Is that what we're thinking of?
A. Yes, but they're like for girls.
Q. Okay.
A. So that's like --
Q. Here is a --

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A. Boy shorts.
Q. -- another image. And just so my friends know, this is Jockey.com, and this appears to be being worn by a female; is that what we're talking about?
A. More like that (indicating).
Q. The purple?
A. The purple one.
MR. PHILLIPS: I'm just curious now. Okay.
Q. Okay. So it's like a Jockey modern micro seam free boy short?
A. Yes.
Q. Okay. So it would -- it would cover your private areas, but otherwise, it would be like a -- like a large panty, I guess; is that correct?
A. Correct.
Q. Okay. Kind of like -- well, the next appears to be like a swimsuit that has a boy short. Is that --
A. No, that's like underwear. The first -- the purple is more lengthy of what I had on.
Q. Okay. So it would have kind of extended down -- well, did it go down that far?
A. Maybe a little -- a little longer than that because it was --

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Q. It's kind of mid-thigh?
A. Yeah, I think.
Q. Okay. So it would be kind of just below your navel and go down to your mid-thigh?
A. Uh-huh.
Q. Okay. So you could wear them in public and not violate the law? It would be like, frankly, more covering than you might see at the beach or a swimming pool?
A. Correct.
Q. Okay. Did Dion Davis come into your English room to have you come to the student resource office?
A. Yes, sir.
Q. Okay. That happened next after you left the -- well, I don't want to put words in your mouth. According to you, you're in the cafeteria, Dr. HaLevi then approached you again before you went to class, asked you to look under your dress and you said no?
A. Yes, sir.
Q. And then what happened next? Did he excuse you? What happened next?
A. I went to class.
Q. Okay. Did he excuse you?
A. I can't even remember.

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Q. Okay.
A. I don't think anything happened after that. I just went to class.
Q. Okay. He just -- he didn't tell you to stay there? He didn't tell you let's resolve this matter? He didn't continue to insist to look under your dress?
A. No, I said I was --
Q. You just left?
A. I was going to call my dad.
Q. But you had already called your dad?
A. Yes. And I told him I'm going to call my dad.
Q. You're going to call him again?
A. Uh-huh.
Q. Okay. And what happened after that?
A. And I just went to class. I don't remember.
Q. Okay. Well, you called your dad earlier. What did he say the first time you called him when you first entered the attendance office?
A. He started yelling, so I just hung up.
Q. He yelled at you or was he upset or what?
A. He was upset.
Q. With you?
A. No, with Dr. HaLevi.
Q. Okay. So he was -- did he say anything about

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what he was going to do to Dr. HaLevi?
A. No, he did not.
Q. What was he yelling about?
A. He was upset because a man asked to look under his daughter's dress.
Q. Okay. Okay. But he wasn't upset about what you were wearing?
A. No, sir.
Q. Okay. Did he say -- well, I mean you mentioned that a middle-aged man asked to look under his daughter's dress. Did he arrive at the school to address the problem?
A. No, sir.
Q. He just let it go?
A. I guess so.
Q. Would that be common for your father to do that --
A. As to --
Q. -- just to let it go?
A. Sometimes.
Q. Well, I mean you made the point, you know, a middle-aged man was asked to look under your dress. If my daughter --
A. That's the first time that has ever happened, so.
Q. Okay. Did you list -- or do you know if you list

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your father as a witness in this lawsuit? We'll go over the list, but just do you recall?
A. I'm not sure.
Q. Okay. So you told -- so you go to the attendance office; you call your father. You -- after you go to the attendance office, then you report to the cafeteria for the morning meeting; is that your testimony?
A. Yes, sir.
Q. Okay. After the morning meeting, Dr. HaLevi again asked to look under your dress, although there were no witnesses around?
A. Yes, sir.
Q. Okay. And you told him that you were going to call your dad?
A. Yes, sir.
Q. Okay. At that point, did he excuse you?
A. I'm not sure.
Q. Okay. You just left?
A. Yes, and I went to class.
Q. Okay. And was that your English class?
A. Yes, sir.
Q. Okay. Is that where Dion Davis met you?
A. Yes, sir.
Q. Okay. Dion Davis, because Dion can be used for

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both sexes, Dion is a female officer?
A. A man.
Q. He's a man?
A. He wasn't an officer.
Q. What was he?
A. I call him a hall monitor.
Q. You called him a hall monitor?
A. Yes, sir.
Q. Was that his job title?
A. I believe so.
Q. Did you do that to denigrate him?
A. No, sir.
Q. Okay. He was actually, I think, identified as a student concern specialist. But he was a man?
A. Yes, sir.
Q. Okay. Was your English teacher Mr. Hipp?
A. Yes, sir.
Q. All right. So you went to Mr. Hipp's class and Mr. Davis came to retrieve you?
A. Yes, sir.
Q. Okay. Was Officer McLean, was he -- did she also retrieve you?
A. Yes, sir.
Q. I'm sorry?
A. Yes, sir.

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Q. And that's a female?
A. Yes, sir.
Q. Okay. And where did they take you?
A. To the support room.
Q. Okay. And so did you meet with Dr. HaLevi in the student support room?
A. Yes, sir.
Q. Okay. Who else was there?
A. Officer McLean and Mr. Davis.
Q. Okay.
A. And Ms. Smith.
Q. Now, in your -- and I'm sorry, Ms. who?
A. Smith.
Q. Who is that?
A. I believe she was a guidance counselor.
Q. Do you know her first name?
A. No, sir.
Q. What happened in the support room?
A. He then asked again to look under my dress.
Q. For a third time?
A. Yes, sir.
Q. Okay.
A. And I told him no. And he stated that I wasn't going to be allowed to go to class until I let him look under my dress.

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Q. Okay. So that's a fourth time?
A. And then he sent me to the cafeteria.
Q. Okay. And did Officer McLean, Mr. Davis, or Ms. Smith say anything during this exchange?
A. No, sir.
Q. They were silent?
A. Yes, sir.
Q. They had nothing to say?
A. No, sir.
Q. So what happened after he said you're not allowed to go to class until he looks under your dress?
A. I went to the cafeteria.
Q. Did he direct you to go there?
A. Yes, sir.
Q. Okay. Did you call your mother at that point?
A. Yes, sir.
Q. What did you tell her?
A. That he asked to look under my dress and he sent me to the cafeteria and she -- and then he offered me to put on pants. And she said just put on the pants and go to class.
Q. Okay. Did he offer to put on the pants when you were in the cafeteria?
A. Yes, sir.
Q. So he came in with what, with pants?

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A. Yes, sir.
Q. For you to put on in the cafeteria?
A. Yes, sir.
Q. Okay. Was anyone with him?
A. No, sir.
Q. So by himself, this middle-aged man brought you pants and told you to put them on and to then go to class?
A. Yes, sir.
Q. Okay. And these were the medical scrubs that were referenced earlier?
A. Yes.
Q. Okay. Okay. Did he insist that you put them on in front of him, or did you go to a ladies room?
A. I went to the restroom.
Q. Okay. Okay. Were you still wearing your boy shorts?
A. Yes, sir.
Q. Okay. Were you still wearing your dress?
A. Yes, sir.
Q. Okay. That's the denim shirt that buttoned down in the middle?
A. Yes, sir.
Q. Okay. Did you curse at him when he saw you in the support room?

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A. I don't remember.
Q. This is his testimony, "As I walked in, I said 'Erica, I had asked you not to go to class. Why did you do that?' And she replied with profanity and arguing that she could do whatever the fuck she wants and I have no right to keep her from going to class." Did you say that?
A. I don't remember.
Q. You can't testify truthfully that you didn't, correct?
A. I'm not understanding your question.
Q. I mean, well, you're here under oath today. I've just read sworn testimony to you of what his recollection of events were. If I understand your testimony it is you don't recall whether you said that or not, but you can't deny that you did, right?
A. Correct.
Q. Why would you tell a principal you can do whatever the fuck you want?
A. Maybe because I was upset.
Q. Okay. Had he laid hands on you at any point?
A. No, sir.
Q. Did he ever?
A. No, sir.

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Q. Did he ever curse at you?
A. No, sir.
Q. But you were cursing at him?
A. Yes, sir.
Q. Okay. Did you ever tell him you had a pair of pants in your bag?
A. No, sir.
Q. Okay. Did you object to wearing the medical scrubs when they were offered to you?
A. No, sir.
Q. Did you ever tell them that you were otherwise in compliance with the dress code?
A. Can you explain your question?
Q. It's pretty self-explanatory.
MR. PHILLIPS: I just have a problem with otherwise, just --
Q. All right. Well, did you ever tell them that morning that you were, in fact, in compliance with the dress code?
A. In compliance meaning?
Q. Complying with. Do you understand what the word -- and I'm not trying to insult your intelligence. Do you understand what the word comply means?
A. Yes, sir.

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Q. Okay. So do you understand what the word compliance is? You are in compliance with something. Do you understand what that means?
A. Not really.
Q. Okay. You worked at Hardee's, right? We've all eaten at Hardee's. People at Hardee's, if you're working at Hardee's, you wear a uniform, right? Well, I worked at Bojangles'. I had a Bojangles' uniform. If I wore my Bojangles' uniform correctly, I was in compliance with the dress standards that Bojangles' had for its restaurants. I wasn't wearing a t-shirt or had the name badge wrong; I was in compliance with my standard. Okay. So did you ever tell Dr. HaLevi or any other adult that morning that you thought you were in compliance with the dress code standard of the school?
A. Yes, sir.
Q. You did?
A. Yes, sir.
Q. Okay. How many times? Kind of throughout this whole process you were saying I'm in compliance with the standard?
A. Yes, sir.
Q. You're objecting to them believing that your

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dress shirt was not in compliance?
A. Yes, sir.
Q. Okay. But in actuality, they're the ones that enforce the dress code; is that right? You don't, they do; correct?
A. Correct.
Q. And that's why you said you can do whatever the fuck you want?
A. No, sir.
Q. Why did you say that then? Because you were upset?
A. Yes, sir.
Q. All right. Did you ever tell them you had other clothes with you that you could wear?
A. No, sir.
Q. Okay. So the next thing that happened in the student support room is you then went to the cafeteria. Did anyone accompany you?
A. No, sir.
Q. Okay. You just went there by yourself?
A. Yes, sir.
Q. Were you by yourself?
A. Yes, sir.
Q. Okay. And then you say Dr. HaLevi by himself went to you in the cafeteria and you two alone is

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when he handed you the medical scrubs to wear; is that right?
A. Yes, sir.
Q. Okay. And there were no witnesses to that; just you and he alone?
A. Yes, sir.
Q. Okay. Did he ask you at that point to look under your dress?
A. No, sir.
Q. Okay. Okay. Have you ever seen another student come to school with a shirt and the types of boy shorts that you were wearing with them exposed and that be in compliance with the dress code?
A. Your question is --
Q. Certainly. If you were simply wearing like a t-shirt that came down to your waist and boy shorts, I think we can agree that that would not be in compliance with the dress code; is that correct?
A. Yes.
Q. Okay. Because, forgive me, although this is more covering than a bikini, this looks to me like underwear. Would you regard this as underwear, a boy short?
A. Yes.

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Q. The boy short that you were wearing you would regard as underwear?
A. Yes, sir.
Q. Even though it went from just below your navel to the mid section of your thigh?
A. Yes, sir.
Q. All right. Do you remember what material it was made of?
A. No, sir.
Q. Was it -- I know you say you don't remember, I'm going to throw things out -- cotton or nylon or polyester? Was it shiny?
A. No, sir.
Q. Okay. It was a -- was it more like a cotton garment?
A. Yes, sir.
Q. Okay. So it's not what you would refer to as lingerie?
A. No, sir.
Q. Okay. Do you recall Mr. Davis escorting you to the cafeteria; that it wasn't just you alone, it was Mr. Davis escorting you? Do you recall that?
A. No, sir.
Q. Any reason to believe that's not true?
A. I don't remember him taking me to the cafeteria.

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Q. Okay. Was there another student in the cafeteria? You testified earlier that --
A. No, sir.
Q. -- you were there by yourself. There was no other person there? Okay. Did you ever refuse to wear the scrubs that your -- that you said on a number of occasions while you were in the cafeteria, "I'm not going to wear the scrubs; I'm not going to do that." Did you ever say that once?
A. No, sir.
Q. You never did?
A. No, sir.
Q. Okay. And it's your testimony that it was only you and he in the cafeteria?
A. Yes, sir.
Q. Okay. How long were you together in the cafeteria?
A. Not long.
Q. About how long? One minute, five minutes, ten minutes?
A. Maybe like two, three minutes.
Q. Two, three minutes. Did you leave before he gave you permission to do so, the cafeteria?
A. No, sir.

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Q. Okay. Here's his testimony. I want you to tell me -- I want you to use this to orient your own memory. His testimony is this: The bell for the -- for the change of class had rung. He was stepping out of the cafeteria. You, and I'm quoting now, "Erica blows right past me and goes into the hall in the mass of other students. I'm not going to chase Erica down, so I simply note over the radio, I said 'Erica has just left the cafeteria and make sure she does not go to her second period class.' So let's find out where her second period class is just because she again, against my direct, I think she went to her first period class and she was clearly going to attempt to go to her second period." All right. Okay. So did that happen at all? Did you attempt to do that?
A. Yes, sir.
Q. Well, Erica, you understand your duty to testify truthfully when I ask you a question, right?
A. Correct.
Q. Well, you're not really doing that.
A. I don't remember some things.
Q. Okay. Well, okay. This does refresh your memory?

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A. Yes.
Q. Okay. So why did you -- so at that point, you weren't -- you weren't wearing the scrubs, were you?
A. I should have been.
Q. But you weren't, were you? You were being defiant, right?
MR. PHILLIPS: Object to the form. You can answer.
Q. Please answer.
A. I wasn't really being defiant.
Q. How would you describe it? If you're not doing what your principal tells you to do --
A. Don't remember.
Q. -- and you leave the cafeteria and he tells you not to do that, how would you describe it? If it's not the word "defiant," what word would you use? Does another one come to mind?
A. I'm not sure.
Q. Okay. Well, when you left the cafeteria to go to your next class, at that point, did somebody stop you? Because you had to come back to the cafeteria to get the scrubs, right?
A. I think Mr. Davis came and got me.
Q. From your second class?
A. Uh-huh.

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Q. And what did Mr. Davis tell you?
A. Go to the cafeteria.
Q. Okay. So you went back to the cafeteria from your second classroom, right?
A. Yes, sir.
Q. Who was there?
A. Nobody.
Q. You were there by yourself?
A. Yes.
Q. Okay. How long were you by yourself?
A. I don't remember.
Q. Well, about what ten -- ten, 15 minutes, half an hour, one minute, the whole -- the whole class period?
A. I don't remember.
Q. Okay. Did Dr. HaLevi, did he approach you at that point when you were back in the cafeteria?
A. I don't think he came right away.
Q. Okay. Did an English teacher come to speak with you? A female?
A. I believe we only had one English teacher, so I'm not sure.
Q. Okay. Well, do you recall, did anyone come to you and hand you the scrubs during second period when you were in the cafeteria?

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A. (No answer.)
Q. Were you placed at that time on in-school suspension?
A. No, sir.
Q. Okay. Erica, do you recall what happened at all during that time? I mean you're not being responsive. So it might be that you simply don't recall; is that true?
A. I don't recall what happened in the cafeteria.
Q. Okay. Well, let's bear down on that a little bit. Do you recall how you actually decided you were going to wear the scrubs?
A. Yes, sir.
Q. Tell me about that. So you're in the cafeteria in second period, do you recall who hands you the scrubs?
A. No, sir.
Q. Okay. Do you recall if you put them on in the cafeteria?
A. No, sir.
Q. Do you recall --
A. I went to the restroom.
Q. I'm sorry?
A. I went to the restroom to put them on.
Q. Okay. Was it before or after lunch that you

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decided to do that?
A. (No answer.)
Q. This set of documents might help refresh your recollection.
MR. MATTHEWS: Let's mark this as Number 4.
(Defendant's Exhibit Numbers 3 and 4 were marked for identification purposes.)
MR. MATTHEWS: And you've seen these already, right?
MR. PHILLIPS: Yeah.
(Off the Record Discussion)
BY MR. MATTHEWS:
Q. Erica, I believe you testified that you put on the scrubs after lunch?
A. I didn't answer.
Q. Okay. Well, let me -- let's go ahead and turn to Exhibit 3. And just to orient you, the State Department of Education held a hearing concerning this incident, and as you can see, actually found that -- its evidence was that, or it believed that evidence was insufficient to justify discipline for Dr. HaLevi as to his educator certificate, and that it found no evidence of inappropriate or unprofessional conduct on the part of Dr. HaLevi. That was the State Board of Education. Now, I'm going to ask for you to turn

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to -- using Exhibit 3, turn to page 3. And let's start with paragraph 4. At the end of that paragraph -- well, let's look at that entire paragraph. Actually, let's go back. Sorry to give you competing directions. If you turn to page -- at the very bottom of page 2, there's a paragraph that talks about findings of fact and starts with paragraph 3, the very last sentence on that page. Do you see it?
A. Yes, sir.
Q. It reads as follows, "At the beginning of that school day, HaLevi and Dion Davis, the student concern specialist, were at the front of the school greeting students as the came off the bus. It's customary that HaLevi and Davis examine the attire of students as the came off the bus, making sure that such was appropriate for the school purposes and that the code of conduct for the district, as well as for Clark. HaLevi noted that Jane's skirt," you're referred to in this order as Jane, "Jane's skirt was too short and said something to her about it as she passed. She cursed him and kept walking." That's the finding of the State Board of Education. And I think you indicated earlier that, in fact, you

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probably did curse him and kept on walking; is that right?
A. Not that early.
Q. No, it was later on when you cursed him?
A. Yes, sir.
Q. Okay. Now, look at paragraph 4. "After the dismissal bell from breakfast, HaLevi used the loud speaker and asked her to come to the office. Jane refused to go to the office to discuss the dress code issue. Davis, the student resource officer, and the female guidance counselor were sent to remove her from her class and bring her to the office. Jane refused and left the classroom when she heard HaLevi was on the way." Did that occur? Did you at first refuse to leave?
A. Refuse to leave where?
Q. The classroom?
A. No, sir.
Q. Okay. So that -- you think the State Board of Education is wrong at that point?
A. I never refused to leave class.
Q. Okay. "And HaLevi met the four in the hallway and Jane was escorted to the support office. At that point, HaLevi asked her to show him that she

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was wearing shorts under the dress." They found that that occurred, is that what he did?
A. Yes, sir.
Q. Okay. And you were wearing the boy shorts that you were speaking of?
A. Yes, sir.
Q. Okay. "She refused to respond as to whether or not she had shorts under her dress, but instead told HaLevi that he was not looking up her dress. HaLevi then provided her a pair of scrubs to wear under her dress." Is that true? Do you recall that in the student resource office, he offered you to wear a pair of scrubs?
A. No, sir.
Q. Okay. You don't think that's true?
A. No, sir.
Q. Okay. "He gave her three options. You could put on the scrubs that he provided; she could have a family member bring suitable clothes to the school; or a family member could take her home." Do you recall being offered those three options?
A. No, sir.
Q. Okay. So the other persons who testified who -- that were the basis of this factual findings, you don't -- you don't know anything -- you think

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they're just wrong?
A. Yes, sir.
Q. Okay. All right. Jane then -- paragraph 5. "Jane was placed in in school suspension and remained there until after lunch." Is that true enough?
A. I don't --
Q. You remained in the cafeteria until after lunch in in-school suspension?
A. I don't remember being in in-school suspension, but I was in the cafeteria.
Q. And you were by yourself?
A. Yes, sir.
Q. Okay. Were you there until after lunch?
A. Yes, sir.
Q. Okay. And then it says, "After discussion with her mother, Jane opted to put on the scrubs at some point after lunch." Do you recall having a discussion with your mother?
A. Yes, sir.
Q. Okay. Did she encourage you to put on the scrubs?
A. Yes, sir.
Q. Okay. And you did as your mother directed?
A. Yes, sir.

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Q. Okay. About what time was that? Was that well after lunch or just after lunch?
A. Just after lunch.
Q. Just after. And at that point, you were allowed to go back to class?
A. Yes, sir.
Q. Did you ask for a blanket?
A. No, sir.
Q. Okay. So you never asked for a blanket?
A. No, sir.
Q. Okay. Were you told that you would need to return the scrubs by the end of the day?
A. No, sir.
Q. No one ever told you that?
A. No, sir.
Q. Did you ever ask anyone or tell anybody that you were going to take the scrubs home?
A. Yes, sir.
Q. Okay. Who was that?
A. Ms. Nesbitt.
Q. Who is she?
A. She used to sit at the front desk.
Q. When did you do that?
A. Towards the end of the day.
Q. Okay. Was this after class or between class?

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When was this?
A. Between classes.
Q. Okay. Between classes you approached Ms. Nesbitt, who is like the school secretary? Who is she?
A. Yes, sir. School secretary.
Q. Okay. And you said that you were going to take the scrubs home and bring them back the next day?
A. Yes, sir.
Q. Okay. Did you ever tell that to Dr. HaLevi?
A. Yes, sir.
Q. Okay. When?
A. During the same time.
Q. When you were meeting with Ms. Nesbitt?
A. Yes, sir.
Q. He was present?
A. Yes, sir.
Q. Okay. Did he acknowledge that in any way?
A. He said I wasn't going home without giving him the pants.
Q. So you made a request to take the pants home and he said no, you have to leave them here with us?
A. Yes, sir.
Q. Okay. This is before you got on the bus?
A. Yes, sir.

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Q. Okay. Why did you disobey him?
A. I didn't have anything else to put on.
Q. Well, weren't you wearing a dress at the time? You came in a dress.
A. My friend had -- I had -- I took my friend's jacket, and she took my dress.
Q. Okay. And who is the friend?
A. Saniyah.
Q. What's her -- how do you spell that name?
A. I'm not even sure. S-Y --
Q. What's her last name?
A. Ferguson.
Q. I'm sorry?
A. Ferguson.
Q. Ferguson?
A. Yes, sir.
Q. Okay. Is she the person in your complaint that you reference as going to prom?
A. Yes, sir.
Q. And when did you trade clothes?
A. During my art class. And I can't remember what period that was.
Q. Did you do it in class or did you --
A. Yes, sir.
Q. -- do it in a restroom?

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A. It was in class. Well, not in class. We were transitioning to the computer lab, and no one was in there at the time.
Q. So you were in a class that was empty and you disrobed and gave your dress to Ms. Ferguson?
A. Yes, sir.
Q. Okay. And then she gave you a jacket to wear instead of a -- instead of a dress?
A. Yes, sir.
Q. Okay. What was the jacket like?
A. A blue jacket.
Q. Was it like an athletic jacket, like a letterman's jacket, or was it like a jacket --
A. It was an Aeropostle jacket.
Q. I'm sorry?
A. An Aeropostle jacket. I mean I don't know --
Q. I apologize for my lack of fashion awareness. Is an Aeropostle jacket like the jacket I have here?
A. No, sir.
Q. Okay. Is it like the jacket that your attorney is wearing?
A. Yes, with sleeves.
Q. So it's like an athletic-type jacket that you might wear if you're running?
A. No, sir.

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Q. Was it like a sweatshirt?
A. A jacket, like a regular jacket. I don't know how to --
Q. Okay. You said it's an Aeropostle jacket, right?
A. Yes.
Q. Okay. I'm going to rely on my good friend Mr. Google.
MR. PHILLIPS: Like that?
THE WITNESS: Yes.
MR. PHILLIPS: Here you go.
Q. So it's like a sweatshirt with a zipper in the middle?
MR. PHILLIPS: It's like this.
A. Yes.
Q. Just like what your attorney is wearing, just with sleeves?
A. Yes, sir.
Q. Okay. Thank you. Were you wearing anything under your jacket?
A. Yes, sir.
Q. A t-shirt?
A. No, sir.
Q. A bra?
A. Yes, sir.
Q. Anything else other than a bra?

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A. That's all.
Q. Okay. Is that something you would often wear, a jacket and pants of that type?
A. I'm not understanding your question.
Q. Would you often come to school or go to work wearing pants and a jacket like the one you were wearing from Ms. Ferguson?
A. Yes, sir.
Q. Okay. Why did you change clothes at all?
A. Because I wanted to. I'm not sure.
Q. And she?
A. Yes.
Q. Is that something you would ordinarily do?
A. No, sir.
Q. In your entire school career, was this the only time you changed clothes with a friend?
A. Yes, sir.
Q. So in your eight -- in your -- forgive me. In your 12 years of attending school -- actually you attended school for longer than that, right? Did you attend school for 12 years?
A. Yes, sir.
Q. Okay. Twelve years. This is the only day during that 12-year period you actually changed clothes with a friend?

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A. From my remembrance, yes.
Q. Okay. Okay. And the reason is, is you just wanted to?
A. Yes.
Q. Well, did the jacket come down to your waist?
A. Yes, sir.
Q. Okay. And no further? So you were wearing hospital scrubs and a athletic jacket with a zipper up the middle that came down to your waist with sleeves?
A. Yes, sir.
Q. Okay. Got it. Did you plan to allow your friend to wear your clothes throughout the day? Did you know she was going to take them home?
A. No, sir.
Q. Did she take them home?
A. Yes, sir.
Q. Any reason why?
A. She left school early.
Q. Okay. And that's when you went to see Dr. HaLevi and Ms. Nesbitt?
A. Yes, sir.
Q. And you told them that you were going to keep the pants and return with them on Monday, and Dr. Halevi said no, you're not going to do that?

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A. Yes, sir.
Q. Okay. Did you explain to him at the time that you no longer had a dress?
A. Yes, sir.
Q. Okay. And how did he respond to that?
A. He stated that I was not going home until I gave him the pants.
Q. So he simply ignored what you said and said you're not going home without the pants? Or you're not going home with the pants?
A. Yes, sir.
Q. Okay. Did he say anything else to you?
A. That's all.
Q. Okay. Did you explain to him again, hey, look, you might not understand, I don't have my dress? Was he aware -- you explained to him I gave my dress to another student?
A. Yes, sir.
Q. This is all I have on?
A. Yes, sir.
Q. Okay. You were clear about that?
A. Yes, sir.
Q. Okay. Do you believe he understood it? I mean he's an educated man --
A. Yes.

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Q. -- he can read and write standard English. You're certain that he understood that you no longer had the dress?
A. Yes, sir.
Q. Okay. And Ms. Nesbitt also understood that, right?
A. Yes, sir.
Q. Okay. Okay. And this was -- is this just before you got on the bus, or is this like during the day?
A. This was towards the end of the day.
Q. Okay. Did you have another class before you got on the bus after your meeting with Dr. HaLevi and Ms. Nesbitt?
A. Yes, sir, I -- I believe so.
Q. Okay. And then did Dr. HaLevi ever try to contact you before he saw you on the bus?
A. No, sir.
Q. Okay. Let's take a break.
(Break from 1:08 p.m. until 1:58 p.m.)
BY MR. MATTHEWS:
Q. Ms. Hamilton, we're back on the record. During the break, were you able to refresh yourself?
A. Yes, sir.
Q. Okay. Did you speak to your attorney?

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A. No, sir.
Q. Did you speak to your mother?
A. No, sir.
Q. Okay. Now, in your earlier testimony, I think you indicated that you actually met with Ms. Nesbitt and Dr. HaLevi about an hour prior to getting on the bus and told each of them that you planned to -- you planned to keep the pants and that Dr. HaLevi refused and said you were going to have to give the pants up --
A. Yes, sir.
Q. -- is that correct? And that you explained to Dr. HaLevi that you no longer had your dress and you only had the jacket and the pants --
A. Yes, sir.
Q. -- and boxer shorts?
A. Yes, sir.
Q. And you did that an hour before you got on the bus?
A. Probably not an hour before.
Q. About how long before?
A. Twenty -- 20 minutes maybe.
Q. About 20 minutes. So was this during class?
A. This -- okay. So when school's over, you have to wait on your bus number to be called.

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Q. Okay.
A. And then you depart to the bus.
Q. Okay. So this was after your last class and while you were waiting to go to the bus, you went to see Ms. Nesbitt and Dr. HaLevi and had the conversation that you just related to us?
A. Yes, sir.
Q. Okay. Other than Dr. HaLevi and Ms. Nesbitt, would there be any other witness to that conversation?
A. No, sir.
Q. Okay. When he said that you -- that you could not go home with the pants, you explained to him -- I just want to be clear, you explained to him that the only other thing you had was the jacket down to your waist and your boxer, your boy short underwear?
A. Yes, sir.
Q. Okay. What shoes were you wearing?
A. Some -- some shoes like the ones I've got on right now, some flats.
Q. I haven't noticed your footwear until now. Could you stand up and let me see it?
A. (Witness complies.)
Q. Okay. They're what the uninformed might call

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like ballet shoes?
A. Yes.
Q. Okay.
MR. PHILLIPS: If those are ballet shoes, I'm uninformed. They're like slippers, loafers.
MR. MATTHEWS: Well, I have a daughter. I think that's what --
Q. You would call them ballet shoes?
A. I would say flats.
Q. Flats. But they're close-toed, soft fabric, that sort of thing?
A. Uh-huh. Yes, sir.
Q. Okay.
MR. PHILLIPS: And for the record, they've got a rubber sole, correct?
THE WITNESS: Yes, sir.
MR. PHILLIPS: Okay.
Q. Okay. When did you see Mr. Davis, or did you see Mr. Davis after that?
A. I'm confused about your question.
Q. Dion Davis, did you see him after you had your meeting with Ms. Nesbitt and Dr. HaLevi?
A. Not until -- no, I did not.
Q. Okay. So when you entered the bus, you've alleged in your complaint the following, and this

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is paragraph 28, "As Erica boarded her bus to go home, Defendant HaLevi had Mr. Davis, also a school employee, send out over a radio a message that all buses were to stop and not let Erica leave." Okay. Did you know that to be true?
A. Yes, sir.
Q. Okay. Did Mr. Davis first approach you and ask for the pants back or did Dr. HaLevi?
A. Mr. Davis.
Q. Okay. He came onto the bus and said, Erica --
A. Oh, you're talking about on the bus. No, Dr. HaLevi.
Q. Okay. Before you were on the bus, did Dr. -- did Mr. Davis approach you?
A. No. They just said I couldn't leave school without giving them the pants.
Q. And when did Mr. Davis say that to you?
A. As my bus number was being called.
Q. Okay. So physically where were you when your number was being called?
A. In the hallway.
Q. You were in the hallway. So Mr. Davis approached you in the hallway as your number -- as your bus number was being called and told you he would need the pants?

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A. Yes, sir.
Q. Okay. That was Mr. Dion Davis?
A. (Nods head.)
Q. Okay. That's a little disjointed so I want to repeat that again for the record, and I want you to or agree or disagree, okay?
A. Yes, sir.
Q. Do you understand? Okay. After you had your conversation with Ms. Nesbitt and Dr. HaLevi, some 20 minutes prior to getting on the bus, you were in the hallway, and as your bus number was being called, Mr. Davis approached you and said, "I need to get the pants"; is that right?
A. Yes.
Q. I cannot hear you.
A. Yes, sir.
Q. Okay. And what did you tell Mr. Davis?
A. That those were the only pants that I have and that I would bring them back on Monday.
Q. Okay. So did you just ignore what he told you to? In other words, you just refused his request?
A. Yes.
Q. Is that right? Okay. But you did explain to Mr. Davis that you no longer had your dress, that you

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only had your pants and underwear, and that if you took off your pants, you'd be in a jacket in your underwear?
A. Yes, sir.
Q. Okay. And how did he respond to that?
A. I don't think he said anything.
Q. He didn't say, "Oh, this is a misunderstanding. We didn't know that." He just said nothing?
A. I walked away.
Q. Did you often walk away from authority figures when --
A. No, sir.
Q. -- they were questioning you? You need to let me finish my questions. Did you often walk away from authority figures when they were questioning you?
A. No, sir.
Q. Okay. Did you tell him to fuck off?
A. No, sir.
Q. Did you use any curse words with Mr. Davis?
A. No, sir.
Q. Okay. Did Mr. Davis -- at that point then did you get on the bus?
A. Yes, sir.
Q. And I believe you were sitting in the back of the

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bus?
A. Yes, sir.
Q. Okay. Were you sitting -- as I recall school buses, correct me if I'm wrong, the back seat is wall to wall with seats behind other seats and then there's a seat in the middle that's like in the passageway; is that the same like your bus?
A. No, sir.
Q. Okay. Were all the seats kind of behind each other?
A. Yes, sir.
Q. Okay. And you were sitting at the very back?
A. Yes, sir.
Q. Okay. Is that ordinarily where you sit?
A. Yes, sir.
Q. Who was sitting with you?
A. No one.
Q. You were sitting by yourself?
A. Yes, sir.
Q. Was that common?
A. Yes, sir.
Q. Was the bus full or did it have -- were many students like sitting by themselves or --
A. Yes, sir.
Q. Okay. So it wasn't a case where all seats have

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two students?
A. No, sir.
Q. Okay. Was it true that most seats would only have one student?
A. Yes, sir.
Q. Okay. Did Dr. HaLevi -- did anyone other than Dr. HaLevi come on the bus to ask about the pants?
A. Yes, Officer McLean.
Q. Okay. Did she come first or second?
A. Second.
Q. Okay. So Officer -- well, first of all, Dr. HaLevi stopped the bus and got on the bus. And did he come -- did he stay up by the driver, or did he come toward you?
A. At first, he stayed up by the driver.
Q. Okay. And when you say at first --
A. And then he moved towards like the middle.
Q. Okay. Toward the middle of the bus. Okay. Well, let's talk for a moment about just when he was up by the driver.
A. Okay.
Q. When he came on the bus, what did he -- was he addressing you specifically?
A. First he asked where I was.

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Q. Okay.
A. And then --
Q. And then did you identify yourself?
A. I stood up.
Q. Okay. You stood up?
A. Yes, sir.
Q. Okay. Can you stand easily in the bus? I mean there's plenty of headroom?
A. Yes, sir.
Q. Okay. And how high are the seats?
A. I was in the middle of the aisle. I don't know.
Q. Well, tell me this: did he have clear line of sight to you kind of head to toe --
A. Yes.
Q. -- or were you behind the seat?
A. He had clear line of sight.
Q. Okay. So you had moved from behind a chair and were standing in the passageway?
A. Yes, sir.
Q. Okay. Was there a lot of shouting going on?
A. Yes, sir.
Q. Okay. Was that normal? I mean I recall school buses being pretty noisy affairs. Was that common?
A. Well, the bus was quiet and then --

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Q. The bus was quiet? The people on the bus were quiet?
A. Yes.
Q. Okay.
A. And then they started shouting.
Q. Okay. Then who started shouting?
A. The kids on the bus.
Q. Okay. Kids on the bus. Okay. So at first, it was quiet. Could you hear what Dr. HaLevi was telling you?
A. Yes, sir.
Q. Okay. When Dr. HaLevi first got on the bus, what did he do?
A. He asked where I was.
Q. Okay. And you identified yourself and you were standing up, and I think your testimony was at that point, he had clear line of sight on you?
A. Yes, sir.
Q. Okay. And what happened next?
A. He stated again that the bus wasn't going to leave until I gave him the pants.
Q. Okay. What did you tell him at that point? How did you respond?
A. I said this is the only pair of pants that I have so I will bring them back to you on Monday.

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Q. Okay. And then what did he say?
A. He just kept saying that the bus wasn't going anywhere.
Q. And how many times did you go back and forth like that?
A. A numerous amount of times.
Q. Huh?
A. A numerous amount of times.
Q. Well, numerous as in five minutes, ten minutes, a dozen, half dozen?
A. Probably about five to ten minutes.
Q. Okay. About five to ten minutes?
A. Uh-huh.
Q. Okay. With this kind of back and forth to Dr. HaLevi?
A. Yes, sir.
Q. Okay. And then did he leave the bus?
A. No, sir.
Q. What happened then?
A. He still -- he was -- he kept asking me to give him the pants --
Q. Okay.
A. -- and that we weren't leaving until I gave him the pants.
Q. Okay. So did you finally take the pants off?

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A. Yes, sir.
Q. Okay. Could he see at that point you were just in your underwear? Because you said he had clear line of sight on you, didn't he? You just testified that --
A. Well, and then I sat down. Correct.
Q. Well, ma'am, with respect, if you're sitting where you have clear line of sight on me, and I take off my pants and then I throw them at you, or throw them toward you, if you have clear line of sight on me, you can see what I'm wearing or I'm not wearing, right?
A. Correct.
Q. Okay. So he saw at that point that you only had your underwear on?
A. No, sir.
Q. Okay. Well, how can that be physically?
A. I'm confused.
Q. You just testified that he had clear line of sight to you --
A. Correct.
Q. -- when you disrobed, when you took your pants off?
A. No. I said while I was standing when I had my pants on, he could see me. And then when I took

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them off --
Q. So did you move behind the chair?
MR. PHILLIPS: Wait, wait -- wait a minute. Let her -- let her finish.
A. Right.
MR. PHILLIPS: Let her finish.
A. When I took them off and I threw them at him --
Q. Uh-huh.
A. -- they sat literally a couple seats right above me, and he looked directly at me to see that I only had on a jacket and underwear.
Q. Okay. So he still had clear line of sight with you? When you took off your pants, you had not moved behind the chair, you were still sitting? Because their earlier testimony was you had moved to the center of the passageway, so --
A. Correct.
Q. -- he's at the front, you're at the back but in the passageway so he can see you with the jacket and pants on, right?
A. Correct.
Q. Okay. Then you have an exchange of some five to ten minutes, and then, at that point, you take -- you finally, I guess you just have finally taken off the pants?

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A. Correct.
Q. Okay. You take them off and you're still in the passageway, right?
A. No.
Q. Okay. Then where are you?
A. I'm sitting down.
Q. So you sat back down in the chair to take your pants off?
A. Correct.
Q. Okay. And then you stood back up in the passageway?
A. No.
Q. Okay. So when could he have seen you with your underwear?
A. When he came to pick up the pants.
Q. Okay. So you -- did you throw them toward the front of the bus?
A. I threw them right in front of me.
Q. Right in front of you?
A. Like I threw them, but, of course, they didn't go anywhere.
Q. Well, was it in the -- were they in the seat right in front of you?
A. No, they were on the floor so which means --
Q. Right in front of you?

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A. -- when he bent over, he could see me.
Q. Okay. So just so I'm clear, about how many seats were on the bus on one side?
A. I'm not sure, about --
Q. Ten, 15 maybe?
A. -- maybe 15.
Q. Maybe 15. Okay. There were 15 seats, and then he was -- and about how big is the passageway? As I recall, they're about like three to four feet? Big enough to -- to kind of to ingress and egress --
A. Correct.
Q. -- in single file?
A. Uh-huh.
Q. With your book bags and all that?
A. Uh-huh.
Q. Okay. So he was at the front of the bus and you were at the rear. And then when he told you to take your pants off, at that point, did you -- were you sitting on the -- as I'm looking at you, were you sitting on my right-hand or my left-hand side of the bus?
A. Your right hand.
Q. So it would have been your left hand?
A. Yes.

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Q. Okay. So you moved back to that seat and took your pants off, and then you were still sitting down?
A. Yes.
Q. Okay. And you did you -- when you through the pants, were they in the next seat or on the floor?
A. On the floor.
Q. Okay. When they were on the floor, were they almost where you were, like seat 14?
A. Maybe like seat 13.
Q. Okay. So maybe three or four feet away from you; is that right?
A. Yes, sir.
Q. Is that your testimony? So you would have thrown them perhaps right here?
A. Correct.
Q. Okay. And he walked all the way up there to get them?
A. Yes, sir.
Q. Okay. And when he bent down to get them, he's about two seats away from you. When he bent down, how could he -- were you still sitting down?
A. I was kneeling in the seat.

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Q. You were kneeling in the seat. Okay. How could he see you if he's, say, five feet away from you, five to six feet, at least two seats and you're -- there are two seats between you right here? How could he see you if you're kneeling down and he's squatting to get the pants? Did you have, like, eye contact with him?
A. When he bent over, yes, I looked directly in his face.
Q. Okay. But you were still kneeling and, of course, when you're kneeling, you're -- I mean there's still a seat kind of in front of you?
A. Yeah, but the last seat on the bus, they're like the shorter seats. Like those buses, they had two shorter seats in the back and all of the rest are like full seats.
Q. Okay. So he could still not see you from here, could he? Because this is not the last seat, this is the back of the next to last seat?
A. Excuse me? I was sitting in the last seat of the bus.
Q. Right.
A. So if you're -- if someone's kneeling in the seat where they're sitting up and you bend over, you definitely can see in the seat.

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Q. Okay. So was he like -- did he come all the way like next to you?
A. He picked up the pants.
Q. Right. But they were not next to you; they were in front of you?
A. Correct.
Q. Okay. Did you tell him at that point, "I have no -- you've taken my pants. I'm in my underwear"?
A. Correct.
Q. You actually told him that --
A. I definitely did.
Q. -- when he picked them up? Okay. And that would have been in your statement because that would have been an important thing to put in your statement, wasn't it?
A. Correct.
Q. Okay. So was it noisy, or did he clearly hear you?
A. He clearly heard me.
Q. Did he respond?
A. No, he did not.
Q. He did not respond. Okay. But it's your testimony that you made eye contact with him and you know that he saw you kneeling in your seat with your underwear on and the jacket?

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A. Correct.
Q. Okay. Is that a clear recollection of yours?
A. Correct.
Q. Okay. Did you ever say, "I'm not giving you those fucking pants"?
A. I probably did.
Q. Did you say it more than once?
A. I'm not sure.
Q. According to Mr. HaLevi, you said it a number of times. Any reason to doubt him?
A. No, sir.
Q. Okay. According to him, they hit -- "The pants when you threw them hit the top of the roof of the bus in the interior and fell about halfway up the bus. At some point, somebody kicked them or picked them and through them up towards me. They got up all the way toward the front of the bus to me. I'm holding the pants, and I said, 'Erica, I still need to talk with you,' and she's yelling and screaming. And at that point, I said I'm not going to go down there." Did any of that occur?
A. No.
Q. No, not -- he's just lying under oath?
A. He walked --
MR. PHILLIPS: Object to the form.

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A. He walked and he picked up those pants. No one threw them at him -- at him besides me.
Q. And according to your sworn testimony, he walked almost all the way up the entire length of the bus to you to pick them up?
A. Correct.
Q. Okay. Did you ever curse at Mr. Davis?
A. No, sir.
Q. Okay. I'm going to ask you to return again to Exhibit 3. These are the findings of the State Board of Education. Look at paragraph 7, the finding reads as follows, "At the end of the day the scrubs had not been returned and Davis was sent to retrieve them. Jane, in terms laced with profanity, told him he could have them on Monday." Is it your testimony that's not the case?
A. That's not true.
Q. Okay. "Davis relayed this information to HaLevi who then told Davis that if he could not retrieve the scrubs from Jane he would have no use for them going forward. Davis was never able to retrieve the scrubs." Is at least that much true, Davis did not retrieve the scrubs?
A. Correct.

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Q. Okay. Now, in paragraph 9 on page 4 it states as follows, "All the students on bus 808 began yelling because they were watching other buses leave." Do you recall that being the case?
A. Yes. Yes, sir.
Q. Okay. "Jane lobbed the pants up toward the front of the bus, another student picked them up and threw them up toward HaLevi." You don't think that's true?
A. No, it's not.
Q. "HaLevi only went as far as the first two or three rows and could not see what Jane was wearing from that position." You disagree with that? Your sworn testimony is he advanced almost the entire length of the bus to pick the pants up; is that correct?
A. Yes, sir.
Q. All right. In paragraph 10 the second sentence states as follows, "Jane was in tears and screamed out of the bus that she was in her underwear." Did you do that?
A. Yes, sir.
Q. Okay. "HaLevi asked the SRO to go to the bus to verify Jane's state of dress." Were you still kneeling in the back seat of the bus?

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A. Yes, sir.
Q. Okay. How many other people are on the bus?
A. I'm not sure.
Q. Okay. Well, if there are approximately 30 seats and probably one person is in each seat, would you say around 20 to 30 people; does that sound about right?
A. No, maybe like 15.
Q. Okay. Now, did you speak with officer -- did Dr. HaLevi after he left with the pants, did he ever come back on the bus?
A. No, sir.
Q. Okay. Did Officer McLean come back on the bus?
A. Yes, sir.
Q. Okay. Did Officer McLean at first when she first came on the bus, did she have the pants in her hands?
A. No, sir.
Q. Okay. What was she doing, to your recollection?
A. Coming on the bus to see what was going on.
Q. Okay. And did -- did she talk to you or did she tell you anything?
A. No, sir. Well, she told me to calm down, and then she walked back off the bus.
Q. Okay. Did she talk to the bus driver?

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A. I'm not sure.
Q. All right. Did she come back on the bus and have the scrubs in her hand?
A. Yes, sir.
Q. Okay. About how long was that?
A. About five minutes.
Q. So between the time Dr. HaLevi, you threw the pants at Dr. HaLevi and the time you had them to put them back on, how much time was that?
A. Maybe about five, ten minutes.
Q. About five, ten minutes? Okay. When the SRO Officer McLean handed you the pants, did she walk to the back of the bus and hand them to you?
A. Yes, sir.
Q. Okay. You see in paragraph 14 it states, "The SRO testified she could not see what Jane was wearing until she got within two bus rows of Jane's seat because of the high backs on the seats." It's your testimony that both the SRO and Dr. HaLevi traveled that far up the bus to you; is that right?
A. Yes, sir.
Q. Okay. After you put the pants back on, did the bus leave?
A. I got off the bus, so.

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Q. You got off the bus after you put your pants on?
A. Uh-huh.
Q. Why did you do that?
A. Because my mom was coming to get me.
Q. Okay. While you were on the bus, did you contact your mother?
A. Yes, sir.
Q. By telephone?
A. Yes, sir.
Q. All right. And when did you first contact her by phone?
A. When Mr. HaLevi first got on the bus, I asked the girl that was sitting in front of me to call my mom.
Q. So you didn't have a cell phone with you?
A. Yes, I did. But I was fussing with Mr. HaLevi so I couldn't talk to him and my mom at the same time.
Q. Okay. So who made the first call to your mother?
A. A girl that was sitting in front of me.
Q. And what is her name?
A. Brianna Parker.
Q. What did you ask Ms. Parker to tell your mother?
A. I didn't ask her to tell anything. I told her to tell mama what was going on.

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Q. Okay. And did you speak with your mother at that point?
A. I didn't speak with her until after I got my pants tooken off. Then I called her again myself.
Q. Okay. So after you took your pants off and you threw them towards Dr. HaLevi and he retrieved them, was he still on the bus when you called him, or was that after you left the bus?
A. This was after we left the bus.
Q. Okay. Then you called the mother. And what did she tell you?
A. She didn't tell me anything. I was so busy crying and trying to talk to her, she couldn't understand what I was saying.
Q. Okay. At some point, did she tell you to leave the bus?
A. Yes, she did. After Mr. -- Ms. McLean came on the bus and gave me the pants, she said to put them on and just leave, I'm on the way.
Q. Okay. All right. And then what happened?
A. I waited -- one of the teachers offered to take me to meet my mom, and Mr. HaLevi said that that wasn't going to happen. He placed me on conditional suspension so that way my mom would

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have to come and pick me up.
Q. Okay. Then what?
A. And then my mom came.
Q. Okay. Did you speak with your mother at the school, or did you wait until after you left?
A. I didn't speak with anybody because I was still crying and a little worked up.
Q. Okay. And did you speak with any teacher or administrator that afternoon after you got off the bus?
A. Yes, sir.
Q. Who did you speak with?
A. I can't remember their names, but it was like a lot of staff just standing at the front of the building.
Q. Okay. Did you walk into the building?
A. Yes, sir.
Q. Okay. Where did you go?
A. To the attendance office.
Q. Okay. Did you see or speak with anyone there?
A. No. I was just sitting there.
Q. You were waiting at the attendance office?
A. Yes, sir.
Q. And that's where your mother found you?
A. No. I went back outside to my mom.

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Q. Did she call you and tell you she was there?
A. No, sir.
Q. You just waited for your mother?
A. Yes, sir.
Q. How long did you wait?
A. About five, maybe ten minutes.
Q. Okay. Did anyone try to speak with you during that period?
A. Yes, sir.
Q. Who?
A. Ms. Ford, the guidance counselor, Ms. Hayward.
Q. Anyone else?
A. I believe that's everybody. Oh, and Mr. -- Ms. McLean.
Q. Okay. And did they say anything to you out of the ordinary, or did they ask you what happened? What were the types of things they were saying to you?
A. Calm down, stop crying, what happened.
Q. Okay. And did you respond to them in any way?
A. No, sir.
Q. Okay. And then your mother -- I mean, did you have to walk to her car, or did she just drive up and you got in her car?
A. I had to walk to the car.

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Q. Okay. Did you walk with anybody?
A. The attendance lady.
Q. And who was she?
A. I think her name is Ms. Ford.
Q. Okay. And did she say anything to you?
A. No. She was just rubbing my back and telling me to stop crying.
Q. Okay. All right. And then what happened?
A. And then I believe someone spoke with my mom.
Q. In the car?
A. No. I think she was out of the car.
Q. Okay. Do you know who that was?
A. No, sir.
Q. Okay. Did you know anything about that conversation?
A. No, sir.
Q. Okay. Did your mother get back in the car with you?
A. Not right away.
Q. Okay.
A. She was still talking.
Q. How long did she talk?
A. Maybe five minutes.
Q. Okay. And then what happened?
A. Then we went away.

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Q. And she got back in the car and y'all drove home?
A. Yes, sir.
Q. Okay. Did your father ever call you during that day?
A. No, sir.
Q. After you went home, did you call your father?
A. No, sir.
Q. You did not?
A. (Shakes head.)
Q. Now, the date of this incident was April 22nd; is that right?
A. Yes, sir.
Q. Okay. And the previous month prior, your boyfriend had been murdered?
A. Yes, sir.
Q. Do you know any of the details of the murder?
A. No, sir.
Q. How long had you been dating?
A. For about seven months.
Q. Would you describe your relationship with the boyfriend as intimate?
A. What does that mean?
Q. Well, I'm trying to be delicate.
MR. MATTHEWS: Let's go off the record for a minute.
(Off the Record)

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BY MR. MATTHEWS:
Q. Back on the record. Ms. Hamilton, I believe the young man's name was?
A. Derrick.
Q. Derrick. What's his last name?
A. Roper.
Q. Roper. During the seven months you dated, did you have close physical relationships with Mr. Roper?
A. No, sir.
Q. Okay. Was he the gentleman or the young man that you were likely to term -- I think the term in here was bumping or grinding on the bus with, was that that gentleman?
A. Yes, sir.
Q. Was that as close a physical relationship as you had with him?
A. Yes, sir.
Q. Okay. Would you personally describe your relationship with Mr. Roper as close?
A. Yes, sir.
Q. Okay. You mourned his passing?
A. Yes, sir.
Q. Were you present at his funeral?
A. Yes, sir.

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Q. Were you close to his family?
A. Yes, sir.
Q. Did you seek counseling at any time because of the murder?
A. No, sir.
Q. Okay. And I believe you stated earlier you were never questioned regarding the murder --
A. If I was --
Q. -- by law enforcement?
A. Oh, no, sir.
Q. Was the perpetrator ever caught?
A. No, sir.
Q. Okay. Forgive me, was it a violent death?
A. In violent you mean like --
Q. I mean was he killed in a car wreck, or was he killed at the hands of others?
A. At the hands of others.
Q. Okay. Do you know how he was killed?
A. Yes, sir.
Q. Okay. Can you tell me?
A. He was shot.
Q. Okay. Was he -- the circumstances of the shooting, was he kind of just at the wrong place at the wrong time?
A. I'm not sure.

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Q. Okay. Do you know if he was involved in anything that might not have been legal?
A. I'm not sure.
Q. Okay. All right. Paragraph -- I'm sorry, page 5, paragraph 18 of the State Board of Education's findings are that you were a significant offender, that you were verbally abusive and had previous dress codes issues; is that true? Would you agree with that? This is what the state found. Do you agree with that finding?
A. I'm confused as to what it's saying. Significant offender --
Q. That means you were a -- you were a repeat offender and a behavioral problem is what I read this to mean. Would you agree with that?
A. Okay. What about verbally abuse?
Q. When you were verbally abusive, that means you tell people to fuck off a lot.
MR. PHILLIPS: I'm going to object to the form of that question. Go ahead.
Q. That would be verbally abusive. You curse at people a lot?
A. Not a lot, but I have.
Q. Okay. And you had previous dress code issues?
A. I don't remember having any at Clark, but yes, I

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have.
Q. Okay. Did you find it difficult to comply with the dress code policy?
A. No, sir.
Q. Okay. Did you disagree with it from time to time?
A. No, sir.
Q. Okay.
MR. MATTHEWS: Okay. Let's mark this. Let's go off the record for a minute.
(Off the Record)
(Defendant's Exhibit Number 5 was marked for identification purposes.)
MR. MATTHEWS: What we'll do is, although we'll call them Exhibit 5, we will not enter them as an exhibit. Just for ease of administration today, we will refer to them as Exhibit 5. They just won't be a part of the record.
MR. PHILLIPS: That's fine.
MR. MATTHEWS: And my colleague and I agree that when we refer to that what we mean is this is the Plaintiff's Supplemental Responses to Defendant Andrew HaLevi's First Set of Requests to Produce dated January 11, 2019. Fair enough?
MR. PHILLIPS: Yeah, that's good by me.

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MR. WREN: With documents produced.
MR. MATTHEWS: That's right, with the -- I think there were 28 pages of medical records produced and that's what we're going to refer to now. Is that suitable?
MR. PHILLIPS: Works for me.
MR. MATTHEWS: Perfect.
BY MR. MATTHEWS:
Q. Okay. These are, just so you'll know, documents that your attorney produced to us regarding your medical conditions, and it first states, if you'll look with me where it starts, the South Carolina Youth Advocate Program; see where that document is? It should be six pages in. It looks like that. I think you've got the right one. It says that you had individual therapy starting in May 24, 2016, and in August 9, 2016. Do you recall that being the case?
A. Yes, sir.
Q. Okay. And it says you were referred by your primary care doctor at Oakbrook Pediatrics. Do you know who that physician is?
A. Yes, sir.
Q. Who's that?
A. My primary care.

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Q. Yeah, who's that? Do you know? If you don't know, that's fine.
A. I don't remember.
Q. All right. It says, among other things, that you did not implement positive coping skills until the last 30 days of treatment. Do you know what this physician is referring to, or this doctor is referring to when she or he refers to -- it's not a doctor, it's a licensed counselor -- when this counselor is talking about positive coping skills?
A. No, sir.
Q. It also says, "The client was overall passive during sessions and appeared to be limitedly motivated to create positive changes in her life to reduce her depressive symptoms." Do you have any idea what that's referring to?
A. Yes, sir.
Q. Okay. Tell me what you mean by that, that you were passive and appeared to be limitedly motivated.
A. Because every time I feel like I'm changing, I go around people that make jokes about the situation and it just relapse.
Q. Who has made jokes about the situation?

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A. Other kids.
Q. Okay. Well, what other kids? When you say "other kids," are these your friends?
A. No, sir.
Q. Okay. Well, tell me, who has made a joke about the situation?
A. I mean like you want me to name them?
Q. Absolutely.
A. I don't -- I mean I can't remember their names. It's like plenty of people --
Q. Well, when's the last time someone made a joke to you about this situation?
A. Back in April.
Q. Of 2019?
A. Yes, sir.
Q. And who was that?
A. Just kids on Facebook.
Q. Kids on Facebook? And what did they say, these kids on Facebook?
A. It was an article, a news article, and it came up in a memory, and they shared it saying that I was the pants-less dummy and just stuff like that.
Q. Okay. Have you sued any of these people?
A. No, sir.
MR. PHILLIPS: Did you say have you seen or have you

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sued?
MR. MATTHEWS: Sued, S-U-E-D.
Q. And the answer was no?
A. Yes, sir.
Q. Is this the only lawsuit that you've brought regarding this incident?
A. Yes, sir.
Q. Okay. Do you still have -- I mean you don't delete your Facebook pages, right? So that would still be on there?
A. I don't -- I don't have those people as friends anymore on Facebook.
Q. Okay. Well, how long -- how often did that occur prior to April 2019? That's about six months.
A. What's your question?
Q. How often did this occur prior to April 2019?
A. Just like two to three days then.
Q. Every two to three days someone would bring this up on Facebook?
A. No, sir. When the article came about in the memories, it went on for like two to three days, and then someone will share it again.
Q. Okay. How did that compare to the stress of your boyfriend being murdered?
A. Because I already was stressing from that and

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then this.
Q. I'm asking compare the two. In one case you were without pants for five to ten minutes, but you had boy shorts. And then the other situation your boyfriend was murdered. Which was more stressful?
A. Me being pantsless.
Q. Interesting. Did you have any other stresses in your life other than your boyfriend being murdered and your -- you spending the five minutes without your pants?
A. No, sir.
Q. What about your parents being divorced, was that a stress in your life?
A. Not really.
Q. What about calling your dad and him not being responsive, is that a stress in your life?
A. No, sir.
Q. Okay. How about having to go to another school to finish your high school diploma, was that stressful?
A. No, sir.
Q. Was that helpful?
A. Yes, sir.
Q. Okay. So it actually helped the situation?

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A. Yes, sir.
Q. Good. What about being disrespectful to authority figures, was that stressful in your life, or did you enjoy it?
A. No, I did not enjoy it.
Q. You just did it a lot. Was that stressful?
A. Sometimes.
Q. And yet you still engaged in it?
A. (No answer.)
Q. Do you have any self-awareness -- if the answer is no, I understand. Do you have any self-awareness about why the counselor would say that you made only minimal progress on your identified treatment goal and, therefore, it was recommended that you continue to engage in therapy in order to help reduce your mental health symptoms, process her drama and approve her level of functioning. Then it also states, "The client is recommended to participate in a group support group in order to address issues of grief and loss related to her boyfriend's murder." Is there any reason --
A. Where are you reading from?
Q. I'm reading from -- it's on the next page after the one you were looking at and it says, "Client

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was a no-show, no call for appointment on 9/20/16." The page looks like this.
A. Okay.
Q. Okay. It doesn't reference Dr. HaLevi or the bus incident at all; it references your boyfriend's murder, which frankly makes perfect sense, that's a murder. Were you still having trouble dealing with the murder?
A. Yes, sir.
Q. Is it fair to say, even to this day, you're having trouble dealing with your boyfriend's murder?
A. Yes, sir.
Q. Okay. Well, that's certainly nothing that the school district would be responsible for, right? I mean the school district didn't murder your boyfriend?
A. Correct.
Q. Did everyone on the bus -- could everyone on the bus see you taking your pants off? Because I thought you said you sat back down at the back of the bus and took them off and you were sitting down?
A. Correct, with my legs in the aisle taking off the pants.

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Q. So they could see your legs?
A. They could -- can see my legs. I'm sitting down taking off my pants --
Q. Yeah, but they could see your legs when you came into school, right?
A. Correct.
Q. So the fact they could see your legs caused you no trouble at all, right?
A. Correct.
Q. Okay. In fact, the school resource officer said she couldn't see that you were, you know, in your boy shorts until she was two seats away from you, right?
A. Correct.
Q. Okay. Does that strike you as uncommon or odd, that you would need to walk up the length of the bus and be two seats away to see that you're in your boy shorts?
A. Just like I when I threw the pants at Mr. HaLevi, I was two seats --
Q. Right.
A. -- right in front of him and he --
Q. Right.
A. -- could see me in my boy shorts.
Q. Okay. All the other -- could everyone on the bus

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see you or just people sitting near you? And was anyone sitting near you?
A. Yes, there was.
Q. How many? Earlier you said there were about 15 people on the bus. Of those 15, how many were near you?
A. There was one person in the seat directly in front of me and two across from me. No one was in the direct seat right there, but the next two seats of the bus.
Q. Who were these persons?
A. His name was Zachary.
Q. What's Zachary's last name?
A. I don't know.
Q. Okay. Who else?
A. And there was this other boy; I don't know his name.
Q. Okay. No name. Okay. And then who was sitting in front of you?
A. Brianna Parker.
Q. Brianna Parker. Did Brianna Parker try to make you feel ill at ease about you not having pants? Did she make fun of you?
A. No, sir.
Q. Was she understanding? I believe she was the one

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who was calling your mother, right?
A. Yes, sir.
Q. So she didn't show out in any way to try to make you feel bad?
A. No, sir.
Q. Okay. Did Zachary?
A. He laughed.
Q. Okay. Did he catcall or anything like that?
A. What does that mean?
Q. A cat -- okay. That's generational.
A. You said cackle? I don't understand.
Q. No, no, no, this is generational. A catcall, years ago when a young lady was walking past a group of young men and they wanted to call out to her in kind of a -- not necessarily a gentlemanly way, but to essentially say how attractive you are or how desirable you all, a catcall would be like a whistle or some childish remark about how beautiful this person is. That's a catcall. Did any people do that, like whistle at you or say oh, how attractive you are or anything like that?
A. They didn't say how attractive I was, but they said things.
Q. Like what?
A. Like the boy that was sitting in front of Zachary

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stated that -- I can't remember exactly how he said it.
Q. Well, what did he say, to the best of your recollection?
A. "Ooh, look at that," like something in that sort.
Q. Ooh, look at that?
A. He said, "Look at that. Ooh, look at that."
Q. Okay. Did anyone else make a similar remark?
A. No, but kids were laughing.
Q. Okay. So they were laughing -- well, I think you told me they were noisy because they were upset about the bus not leaving?
A. Correct.
Q. Okay. But they were also laughing at you?
A. Yes, once I was in my underwear.
Q. Okay. Once you put your pants back on, did they continue to laugh?
A. Yes, as I was walking off the bus.
Q. Okay. After that day, did any other student -- tell me this: did you ever return to Clark Academy?
A. No, sir.
Q. That was the last time you came to Clark Academy?
A. Besides picking up my school work.
Q. Okay. Did you ever -- well, when we looked at

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your disciplinary history, it indicated that you were at Clark in the fall of 2016; is that right?
A. 2016?
Q. Do you recall where you were a student in fall of 2016? Because your disciplinary record indicates the school is CAA, the same one you had attended earlier, and this would have been in August through November of 2016?
A. Oh, that's when Clark was at North Charleston High School.
Q. Okay. So you -- then let's get back to the question. This incident occurred on April 22, 2016. Did you ever return to Clark Academy during that academic year kind of until the summer? Or did you stay away?
A. I stayed away.
Q. Okay. Were you homeschooled, or did you receive in-home training from the district during that period?
A. Homebound.
Q. You got homebound assistance?
A. Yes, sir.
Q. Okay. Were you able to finish your semester?
A. I believe so.
Q. Okay. Good. And then I think you said that next

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semester you went to Clark Academy at North Charleston?
A. Yes, sir.
Q. Okay. Were you attending school with some of the same persons who were on your bus?
A. Yes, sir.
Q. Okay. Did they continue to tease you about the incident?
A. Yes, only if someone else said something about it --
Q. Okay.
A. -- then they would.
Q. And did you report that to any school authority?
A. Just to my mom.
Q. Okay. So you didn't report that to any school authority?
A. No, sir.
Q. Okay. You did continue to have trouble with profanity and altercations during that semester, right, according to the discipline report?
A. Yes, sir.
Q. Okay. Were you -- if I understand your medical records, though, correctly, you did not continue medical treatment after that August; is that right?

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A. Well, I thought I was done so I --
Q. Okay.
A. -- don't know anything about that.
Q. When you say you thought you were done, what does that mean?
A. I thought my session was over.
Q. Okay. Did the counselor ever talk to you about what she thought were the shortcomings of your effort?
A. No, sir.
Q. Did anyone when you were at Westwood bring this issue up?
A. No, sir.
Q. Okay. So for the balance of the 2017 school year and the 2017-2018 school year, people did not bring this incident up to you?
A. No, not people at school.
Q. Okay. Well, did you continue to look on the internet and people in your social group would bring it up on the internet?
A. Yes, sir.
Q. Okay. And they would essentially say you were the pantsless dummy?
A. Yes, sir.
Q. Okay. Did you think that was mean or

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mean-spirited?
A. Yes, sir.
Q. Was it mean-spirited when you told people to fuck off?
A. Yes, sir.
Q. Was it mean-spirited when you slapped and hit them?
A. Yes, sir.
Q. Okay. It says here, and I'm not going to force you to read it all, the medical records say that you denied a history of mental health treatment. Did you ever have any type of -- before you met with the counselor here, did you ever have any type of mental or emotional problems that you dealt with through a doctor or a counselor prior to this incident?
A. No, sir.
Q. Since Kaitlin Barber's sessions with you, did you have any other -- any other medical treatment or counselor treatment about this incident?
A. Would -- I mean, like I would go to church and I would talk to my pastor about it, but --
Q. Yes, that would count. I mean, so you sought pastoral counseling?
A. Yes, sir.

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Q. Who was the pastor you sought counseling from?
A. Reverend Bradley.
Q. Okay. What's Reverend Bradley's first name?
A. Is it John Bradley?
Q. Would your mother know?
A. I'm not sure.
Q. Okay. Is this a church you attend with your mother?
A. No, sir, with my grandmother.
Q. With your grandmother?
A. Yes, sir.
Q. Was this in Blythewood?
A. No, sir.
Q. Is it local here?
A. In Hollywood.
Q. In Hollywood. Okay. What church is it?
A. Saint Luke.
Q. Saint Luke?
A. AME.
Q. AME. In Hollywood?
A. Yes, sir.
Q. Perfect. Do you still attend there?
A. Yes, sir.
Q. Is Reverend Bradley still the pastor?
A. No, sir.

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Q. Okay. Do you still keep in touch with Reverend Bradley about this?
A. He's dead.
Q. Goodness. When's the last time you received pastoral counseling about this incident?
A. Back in --
Q. Was it before or after you went to Westwood High School?
A. It was after.
Q. Okay. So did you -- after you finished high school, you went to seek counseling from Reverend Bradley?
A. No. Reverend Jenkins is now the pastor over there.
Q. Okay. How many sessions did you have with Reverend Jenkins?
A. Two.
Q. Okay. What did he tell you?
A. To ignore, pray about it.
Q. Okay. Does that help?
A. And -- ignore, pray about it, and to not let people determine how I feel about myself.
Q. Sound advice. Does it work?
A. Yes, sir.
Q. Good. Well, stay with it. It's good advice.

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Did you follow up on any -- with any other community-based services for the South Carolina Youth Advocacy program? Did you want them to continue to counsel you?
A. Yes, sir.
Q. Okay. Have you sought that out?
A. No, sir.
Q. Why not?
A. I don't know.
Q. Okay. Do you feel like you're able to do your job at the daycare center well?
A. Yes, sir.
Q. Okay. Is that the profession that you want to go into, teaching?
A. Yes, sir.
Q. You want to be a teacher?
A. Yes, sir.
Q. Interesting. Any particular grade?
A. Elementary. Early grades and elementary.
Q. Are you in a place where you can go to college to get your teaching certificate?
A. I'm getting there.
Q. Okay. When you finished high school, did you have good grades or bad grades?
A. Good grades.

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Q. You had good grades?
A. Yes, sir.
Q. Was it a B plus or more? Or a B or more?
A. No, sir.
Q. A C or more?
A. Yes, sir.
Q. Okay. Have you researched college programs that you're eligible for that you can get admission to?
A. Yes, I have.
Q. Okay. Good. What are your plans?
A. Well, I was supposed to start this semester, but I have to wait until January, and I will start school at Trident.
Q. Okay. And there's a -- is there a pre-education program that you can join?
A. Yes, but I'm doing it through my job, the EDC 101.
Q. EDC?
A. Yes, sir.
Q. What does that stand for?
A. Education -- education development --
Q. Okay.
A. -- career or something like that.
Q. Okay. So these are the -- kind of the

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introductory parts of your education?
A. Yes, sir.
Q. Your post-high school education?
A. Yes, sir.
Q. Okay. Good.
MR. MATTHEWS: Well, it's 3:00. Let's go off the record.
(Break from 3:07 p.m. until 3:18 p.m.)
(Ms. Bloodgood left the deposition.)
BY MR. MATTHEWS:
Q. Okay. Let's return to your complaint. This is the first exhibit, and if you look at the top page number, look at page 11 of 16. You've got it right there. Just look at the top of the page 11 of 16, see where it says -- here, this is it. Now, look at paragraph 45 states as follows, "As a result of this ordeal, Erica's mother was forced to pay" -- was forced to take to pay -- "Erica's mother was forced to take to and pay for counseling for Erica." Do you have any idea what she had to pay to get you counseling?
A. No, sir.
Q. Okay. Do you know if it was provided by the school district like -- do you know one way or another?

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A. No, sir.
Q. Now, you have a number of causes of action and, in fact, when you look at this very page, it says -- you see where it says "For a first cause of action," talks about negligence and gross negligence. Okay. Because you say you've never seen this complaint before today; is that right?
A. Yes.
Q. Okay. And I'm not trying to insult your intelligence, if I asked you about what we did negligently or what gross negligence was or any detail about this cause of action, could you tell me anything, or would you rely on your lawyer to do that?
A. I'm not sure.
Q. Okay. Did you discuss this cause of action with your lawyer? Ms. Hamilton, let me cut to the quick here. If you're -- and there's no shame in this if you say, look, I'm relying on my lawyer to tell me how things might be negligent or grossly negligent, that's fine.
A. Okay.
Q. Is that what you're doing?
A. Yes, sir.
Q. Okay. Now, is anyone other than you claiming

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damages for negligence or gross negligence? Do you know if your mother is?
A. I'm not sure.
Q. Okay. I'll ask her. The next is a cause of action for intentional infliction of emotional distress or outrage. Tell me this, in these first two causes of action, other than damages related to emotional distress or mental anxiety, are you claiming damages for any other thing? Or, for instance, it's not like you lost a job and you're claiming back wages, or it's not like you were in a car wreck and you broke your arm. In this case, your damages are entirely emotional or mental; is that fair to say?
A. Yes, sir.
Q. Okay. And the only treatment that you sought or received for these emotional and mental issues were the three months in 2016, the counseling that you received; is that right?
A. Yes, sir.
Q. Okay. Now, as to the next two causes of action, they are stated against Dr. HaLevi personally, not to the district; is that correct?
A. Can you say that again?
Q. I feel like I've got you at a disadvantage.

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Let's go off the record.
(Off the Record)
MR. MATTHEWS: Ms. Hamilton, I'm now going to turn you over to my colleague who may have some questions for you. But thank you for being with us today. One thing before we end, since we use this As kind of a written exhibit, let's go ahead and mark this as 6.
(Defendant's Exhibit Number 6 was marked for identification purposes.)
Q. And just to make sure the record is clear, I have a squiggly line here that says "about 15 people," and your testimony was there were about 15 students on the bus; is that right?
A. Yes, sir.
Q. Okay. I'm also going to put here, I'm going to name you Erica.
A. I kind of like Jane.
Q. And this is Dr. HaLevi. Okay. So take one more look at Exhibit 6 and let me know if this is correct. There were about 15 seats on each side of the bus, Dr. HaLevi started out at the front, you were at the very last, and if you're looking kind of from the front of the bus, you were on the right in the last seat?

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A. Yes, sir.
Q. Okay. And when you threw -- your testimony is when you threw the pants to Dr. HaLevi, it landed two seats up in the middle of the bus?
A. Yes, sir.
Q. Okay. And when Officer McLean came on the bus, she advanced to the same spot to speak with you?
A. Yes, sir.
Q. Okay.
MR. MATTHEWS: You're up.
EXAMINATION
BY MR. WREN:
Q. Ms. Hamilton, again, I know we met earlier this after -- or earlier today, and appreciate your patience as we wrap up your deposition. But again, my name is Michael Wren, and I represent Dr. HaLevi who's likewise been named as a defendant in this lawsuit. What I'm going to do, all the same rules that Mr. Matthews covered with you still apply. I do have some follow-up questions. I'm going to actually bounce around just a little bit and bear with me, but the key in my mind is if -- with all the same ground rules applying, if you don't understand something, you need me to repeat or rephrase,

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direct that to me. I'm going to make one easy question/agreement with you, and that is, and we'll make it applicable to the questions that Mr. Matthews asked you earlier as well, and that is that any questions I ask you that you were asked earlier today, if you do not indicate that you didn't understand the question or that you need it repeated or rephrased, can we agree that your response indicates that you understood the question unless you otherwise so say?

A. Yes, sir.
Q. Is that yes?
A. Yes, sir.
Q. Same thing because if you could do the same procedure, speak up just a little bit -- I'm even farther away -- so that I can hear you and Madam Court reporter can. So with that said, again, bear with me just bouncing around, but first, what, if anything, did you do to prepare for your deposition today?
A. Like before I came here?
Q. Yes, ma'am.
A. I prayed. And that's all.
Q. Okay. Did you review any documents?
A. No, sir.

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Q. Have you seen anyone's written or transcribed testimony as it relates to the matters that you've been asked about here today?
A. These right here.
Q. Well, anyone's? Have you seen anything anyone put in writing about what they saw or understood or believed about the events on April 22, 2016?
A. No, sir.
Q. From anyone?
A. Would that be like my statement?
Q. That would -- yes, ma'am.
A. Okay. Well, yes, sir.
Q. Okay. Did you review your statement for today?
A. Not -- not since yesterday.
Q. You reviewed it yesterday?
A. Yes, sir.
Q. Okay. That's what I mean by getting ready for today's deposition.
A. Okay.
Q. It doesn't have to be today. Other than your statement, what else did you look at?
A. I believe that's all.
Q. So going back to my broader question, other than your own statement, which I presume you're familiar with, have you reviewed any statements, transcribed or handwritten or typewritten, from anyone as it pertains to the events on April 22, 2016, that we're here about today?
A. I believe that's just mine.
Q. I'm sorry?
A. I believe just my statement.
Q. So no, you do not believe you've seen anyone else's sworn or written statement about what they observed on that date; is that correct?
A. Yes, sir.
Q. Okay. And anything -- did you do anything else yesterday, the day before, two weeks ago to prepare for today's deposition?
A. No, sir.
Q. All right. A couple just general things I want to make sure I have. Again, and if I ask you something that Mr. Matthews asked you already, I assure you my purpose is not to delay us today, so we'll keep pressing on. But first, I want to make sure I know -- well, first, let me ask you this: do you have a South Carolina driver's license?
A. Yes, sir.
Q. How long have you had a license?
A. For like a year now.

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Q. Do you know your driver's license number? Or do you have it?
A. No. I have it.
Q. I was going to say, if you have it on you, if you could just tell me what the number is.
A. 102417249.
Q. Great. Thank you. And the license is in good standing, as far as you know?
A. Yes.
Q. Okay. And have you ever been arrested or convicted of any crime?
A. I've been arrested.
Q. How many times?
A. Just once.
Q. When?
A. I don't remember. Like back in September.
Q. Of this year?
A. Last year.
Q. Of '18?
A. Yes, sir.
Q. September 2018. Where were you arrested?
A. At the downtown detective office, I guess.
Q. You were arrested in a -- at the police station?
A. I went to speak to a detective.
Q. Were handcuffs placed on you?

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A. Yes, sir.
Q. Where were the handcuffs placed on you? I don't mean your hands. I mean where were you physically?
A. In like a -- what is it called? Like the office where they question you at.
Q. Let me ask you this. You say you went to talk to a detective?
A. Yes.
Q. Is that yes?
A. Yes, sir.
Q. What did you go talk to a detective about?
A. An incident that happened a couple weeks before that.
Q. Okay. So in September fall of last year, 2018, correct?
A. Yes, sir.
Q. Were you requested or commanded to come to the detective's office, or did you voluntarily go?
A. Requested.
Q. Who requested you to come?
A. The detective.
Q. Who was the detective? Do you remember the name?
A. No, sir.
Q. Okay. Which office was it? Was it city of

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Charleston?
A. Yes, sir.
Q. Meaning downtown Charleston?
A. Yes, sir.
Q. Was it city police?
A. Yes, sir.
Q. And how were you asked or requested to come down to see them?
A. They gave me a call asking if I could come down and talk to them.
Q. And the "they," the police, you don't know who any of these people are?
A. Well, just the detective.
Q. Okay. But you don't recall the name?
A. I can't -- no, sir.
Q. Well, let me cut to the chase. What was it about?
A. About me macing somebody.
Q. Did you know anything about you macing somebody?
A. Yes, sir.
Q. Okay. Tell me what happened.
A. Me and some others, they were going to fight, and I just maced somebody.
Q. All right. So when did this incident happen where you may have -- where you maced someone?

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A. September. You say when or where?
Q. When did the incident -- when -- the date and month and year when you maced someone? When did that happen?
A. September 2nd.
Q. 2018?
A. Yes, sir.
Q. And where did it happen?
A. In an apartment complex in West Ashley.
Q. Who was the person you maced?
A. I mean, do you really need her name?
Q. Yeah, it's called a victim. I do need it.
A. Raven.
Q. What's the last name?
A. Gadsen.
Q. Did you know Raven Gadsen?
A. Yes.
Q. Who's Raven Gadsen?
MR. MATTHEWS: Is it Gaston or Gadsen?
MR. WREN: I'm pronouncing it like the city.
Q. How do you spell the last name?
A. G-A-D-S-E-N.
Q. Okay. Thank you. And, I'm sorry, did you know Ms. Gadsen?
A. Yes, sir.

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Q. How so?
A. Just from being around the same area.
Q. Did you mace her?
A. Yes, sir.
Q. Did she press charges?
A. No, sir.
Q. How did the detective know to contact you to ask you to come visit them?
A. Because her mom called the police.
Q. Did her mother press charges against you?
A. I think they did.
Q. What were you arrested for?
A. Assault and battery third.
Q. What's the status of that charge as we sit here today?
A. It was thrown out.
Q. What do you mean when you say thrown out?
A. I was never convicted of it.
Q. Did you have to go to court?
A. Yes, sir.
Q. What court?
A. The one downtown. I don't know what it's called.
Q. The judicial center?
A. Yes.
Q. Did you have an attorney?

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A. No, sir.
Q. How many times did you have to go to court?
A. Three times maybe.
Q. Do you know what -- in your understanding I think you said thrown out. Do you know what the disposition was, the formal disposition on the charge?
A. I just -- I wasn't convicted of it.
Q. Was there a trial?
A. No.
Q. How were you advised it was thrown out?
A. Because that's what the judge said.
Q. Do you remember who the judge was?
A. No, sir.
Q. When did the judge tell you this?
A. My last day going to court.
Q. When was that?
A. I'm not sure.
Q. Well, as we sit here today, how long ago was it?
A. A long time ago. Like at the beginning of the year.
Q. Of 2019?
A. Yes, I believe so.
Q. Okay. Have you had to do anything since that time as it relates to the criminal charge of

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assault and battery third degree?
A. No, sir.
Q. Did you ever have to plead guilty or not guilty or otherwise?
A. I had to plead guilty.
Q. Oh, well, that's very different. When did you plead guilty?
A. I mean, I -- I don't know.
Q. Is this what you mean by --
A. At the first --
Q. Oh, I'm sorry, please -- I'm sorry. I'll let you finish your response. Go ahead.
A. Like I believe that was the first court date when they first asked what was going -- I can't really remember what happened. I mean, I can't remember, but I did plead guilty of it.
Q. Now these events everything you're talking about right now has been within the last year; is that correct?
A. Yes.
Q. Okay. And the events of the lawsuit, these occurred in April 2016; is that right?
A. Yes, sir.
Q. So when you say thrown out, is that -- I mean, is that what you meant by pleading guilty?

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A. Like it just never went any further.
Q. Was that because you pled guilty?
A. Or maybe because the judge knew that it was just two girls going back and forth.
Q. Well, when you pled guilty -- let me ask you this -- what did the -- what did you have to do?
A. He asked whether or not I did it, and I said yes, I did.
Q. Okay. What I meant by that is with a charge, if you are convicted or plead guilty, oftentimes there are consequences, and it may be in the form of restitution, money, maybe it's jail time, maybe probation. Did you have any penalties as a result of pleading guilty to third degree assault battery?
A. No, sir.
Q. None, to your knowledge?
A. No, sir, none at all.
Q. Okay.
MR. PHILLIPS: I'm not sure she understands the --
MR. WREN: Yeah. I don't know how better to explain it.
MR. PHILLIPS: We'll stipulate whatever the -- you can look it up on her records.
MR. WREN: Okay. Yeah.

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Q. So as we sit here today, Ms. Hamilton, do you -- is there anything that you're aware of that is either pending or outstanding as it relates to that incident where you maced Raven on September 2, 2018?
A. Nothing is pending.
Q. Okay.
A. It's over with.
Q. All right. Are you still friends with Raven?
A. No, sir.
Q. Other than that incident on September 2nd, but I understand you weren't actually arrested until you were asked to come down to the police station later that month, other than that incident, have you ever been arrested for any other matters?
A. No, sir.
Q. As we sit here today, are you aware of any charges or warrants that are pending against you?
A. No, sir.
Q. Have you -- little bit out of the way, but let me go ahead and ask you now, though. Have you ever -- obviously you're aware you're a party to this civil lawsuit, correct?
A. Yes, sir.
Q. Have you ever, to your knowledge, been a party to

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any other lawsuits either as a plaintiff such as this with your mother in suing someone else or being sued by anyone else?
A. A car accident.
Q. That would be one. How many times have you been a party to a lawsuit?
A. Including this one?
Q. Let's say excluding this one, how many other lawsuits have you been a party to?
A. One.
Q. And you said it was a car accident?
A. Yes, sir.
Q. When was the car accident itself?
A. August 3rd of last year.
Q. August 3, 2018?
A. Yes, August.
Q. Where was the accident?
A. In West Ashley.
Q. You had a rough month or two over in West Ashley last August, September, huh? Were you injured? Let me back up. Did you bring the lawsuit or were you sued by someone else?
A. I brought it.
Q. Okay. Did you retain an attorney for that matter?

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A. Yes, sir.
Q. Who was your attorney?
A. Reese.
Q. Is that a first name or last name?
A. That's a last name.
Q. R-E-E-S-E?
A. Yes.
Q. Do you remember the first time?
A. I can't remember. I just always say Mr. Reese. Mr. Reese.
Q. Where's Mr. Reese?
A. Across the street somewhere. He's somewhere in this area.
Q. In Mount Pleasant?
A. Yes, sir.
Q. And who did you bring the lawsuit against?
A. Like the next person.
Q. The other vehicle you mean?
A. Yeah.
Q. The person who was driving another vehicle?
A. Uh-huh.
Q. Is that yes?
A. Yes. Yes, sir.
Q. Okay. Do you know who that was?
A. I can't remember her name.

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Q. Even a last name? That would be very helpful.
A. It's like right on the tip of my tongue, but I can't get it out.
Q. How old were you when that car accident happened?
A. Eighteen.
Q. Okay. And when you were arrested for the macing incident, the third degree assault and battery, you were an adult then as well, correct?
A. Yes, sir.
Q. Okay. You were not charged as a juvenile; is that correct?
A. Yes, sir.
Q. Okay. So Attorney Reese we don't know the name. And just briefly, what happened in the car accident? I know you said you were in West Ashley, but can you just tell me what happened?
A. Like the cause of the accident?
Q. Yeah, just a quick explanation so I have an idea of what occurred for you to bring a lawsuit.
A. A lady ran the light and hit me on my driver side.
Q. And you believe the lawsuit was just against that one other person who was the other driver?
A. Yes, sir.
Q. Okay. And you were asked earlier by Mr.

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Matthews, and I think I understood, you never gave -- have given a deposition before today, correct?
A. Yes, sir.
Q. And I do remember he asked you about any sworn or court testimony. Did you ever have to do anything in a court of law with that matter, with your civil lawsuit?
A. Yes, sir.
Q. What did you have to do?
A. We went to court.
Q. When you say you went to court, you mean like a trial?
A. No, not a trial.
Q. Okay. Well, what does go to court mean?
A. We went to see a judge about who was in the right and who was in the wrong.
Q. That sounds a lot like a trial.
A. Well, maybe it is a trial. I'm not sure with stuff like that.
Q. That's fair. And let me ask you this then, when was that that you were gone to see the judge?
A. I can't remember the exact date.
Q. Was it this year?
A. No, it was last year.

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Q. Now, the accident was in August of 2018, correct?
A. Correct.
Q. And so you went to see the judge. Was the matter resolved after you went to go see the judge?
A. Like how you mean? Like was the case over with?
Q. Yes.
A. No, sir.
Q. Is the case still pending?
A. Yes, sir.
MR. MATTHEWS: What county is it pending in?
MR. WREN: Yeah.
Q. Well, was it filed here in Charleston County?
A. Yes, sir.
Q. Because it happened in West Ashley, correct?
A. Yes, sir.
Q. Was the lawsuit brought in your name?
A. Yes, sir.
Q. Was it brought in anyone else's name, like such as your mother?
A. I believe so.
Q. Both you and your mother?
A. Yes, sir.
Q. Were there any passengers in your vehicle?
A. No, sir.
Q. What's your date of birth again?

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A. February 8, 2000.
Q. Which a car accident in August of last year, you were already 18, correct?
A. Yes, sir. But the insurance is in my mom's name.
Q. Who's your insurer? What car insurance do you have?
A. Safe Auto.
MS. HAMILTON: At that time.
MR. WREN: Well, yes, ma'am. Only she can testify right now. You cannot speak or say anything to her.
Q. Okay. And you said -- I'm sorry. You said Safe Auto now or at that time?
A. I believe at that time.
Q. Who's your car insurance carrier now?
A. I'm not sure.
Q. Do you have one?
A. Yes, sir.
Q. Do you pay the bills?
A. No, sir.
Q. Who pays them?
A. My mom.
Q. Did you say "my mom"?
A. Yes, sir.
Q. So what's the last thing that happened as to this lawsuit with the -- now is Attorney Reese still your attorney?
A. Yes, sir.
Q. And so what's the last thing you know of that happened with your lawsuit?
A. That they were waiting on an adjuster.
Q. Do you know if an actual lawsuit has been filed?
A. I believe so.
Q. Well, let me ask you this: why was a lawsuit filed?
A. Because her insurance company was trying to say that I was 51 percent at fault for the wreck.
Q. What does that mean?
A. I guess that I was halfway at fault for the wreck.
Q. Do you know what that means, though, beyond just someone telling you that?
A. No.
Q. Is that a no?
A. No, sir.
Q. Has anyone ever told you that before about 51 percent at fault?
A. No, sir.
Q. Now, I don't want to know what your attorney told you. That falls under a whole different thing.

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I just want to know what you know about it. Did you know what's next with your lawsuit?
A. From my understanding, just waiting on an adjuster.
Q. Who's the adjuster for?
A. Her insurance company.
Q. The other driver?
A. Yes, sir.
Q. As we sit here, can you remember her name now?
A. No, sir. Maybe Barbara.
Q. First name Barbara?
A. Maybe.
Q. Okay. Does she have an attorney?
A. I am not sure.
Q. Do you remember who the judge was you saw?
A. No, sir.
Q. I meant to ask you that. Where was that courthouse?
A. Downtown.
Q. Same one at the corner of Meeting and --
A. I'm not good with streets.
Q. I didn't want to guess what it isn't so we're in trouble. The big courthouse right in the middle of downtown next to the churches?
A. I don't know.

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Q. Okay. Have you gone by any name other than Erica -- is it pronounced Moet?
A. Moet.
Q. Moet Hamilton?
A. No, sir.
Q. Has your mother gone by any other name other than Linda -- Linda Hamilton?
A. Yes, sir.
Q. What other names?
A. Truesdale.
Q. That's her maiden name, correct?
A. Yes.
Q. Any other names?
A. I believe Simmons.
Q. The lawsuit --
A. Or Commodore
Q. I'm sorry.
A. Or Commodore. I can't remember.
Q. You mentioned earlier. Okay. But the lawsuit, was it brought in your name as -- or names as Hamilton?
A. Yes, sir.
Q. Were you hurt in that car accident?
A. I had a lot of neck and back pain.
Q. Do you still have it today?

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A. No, sir.
Q. When did you stop having it?
A. Like a couple months ago.
Q. Whose car were you driving? Were you driving?
A. Yes, sir.
Q. You were by yourself?
A. Yes, sir.
Q. What car was it?
A. A Honda.
Q. Who owned it?
A. My mom.
Q. Was the car damaged?
A. Yes, sir.
Q. Did you have to see doctors?
A. Yes, sir.
Q. Do you still drive the car?
A. No, sir. It was totaled.
Q. Did you go to the hospital?
A. Yes, sir.
Q. Was there an ambulance?
A. Yes, sir.
Q. How long did you stay in the hospital?
A. Like two to three hours.
Q. Just the emergency room?
A. Uh-huh.

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Q. Okay. You didn't stay overnight?
A. No, sir.
Q. What was wrong with you?
A. I had a lot -- I had head pain real bad so they did -- what is it called? -- a CAT scan, I think.
Q. What else from that -- so the lawsuit, do you understand it to be about the property damage to the vehicle being totaled?
A. Say that again.
Q. The Barbara lady, the other driver, did you sue her about the -- those medical bills you incurred at the hospital?
A. Yes, sir.
Q. Did you sue her about the damage to the Honda?
A. Yes, sir.
Q. What else did you sue her for?
A. I believe that's all. I'm not sure.
Q. Was it scary?
A. Very.
Q. Who did you have to go see after being discharged from the emergency room?
A. Oakbrook.
Q. Oakbrook Pediatrics?
A. Yes, sir.

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Q. Was there anyone else you saw after the accident other than Oakbrook?
A. That's all.
Q. Are you still treating at Oakbrook for the accident?
A. No, sir.
Q. When did you last go to Oakbrook for anything with the accident?
A. I don't even know. I'm not sure.
Q. Okay. The car accident, did you see the other vehicle coming before it hit you?
A. No, sir.
Q. Did you know what had happened?
A. No, sir.
Q. No, you didn't even know what had happened?
A. (Shakes head.)
Q. Do you know what happened as we sit here today?
A. Uh-huh. Yes, sir.
Q. And what is that?
A. She ran the light and hit me on my driver side.
Q. When did you realize that had happened?
A. Like a couple minutes after it happened.
Q. All right.
A. When I was hit, I blacked out. My first car accident, never been in a car accident before,

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so.
Q. Have you been in any since?
A. No, sir.
Q. When you regained consciousness and realized what was going on, were you scared for your life?
A. Yes, sir.
Q. Do you know if anyone's ever diagnosed you with any mental health condition?
A. No, sir.
Q. Do you know what post-traumatic stress disorder is?
A. I'm not sure about that.
Q. Well, as we sit here today, do you have any mental health issues that require treatment for any reason?
A. No, sir.
Q. All right. And aside from those things we talked about, is there anything else outstanding with regard to the civil lawsuit with Attorney Reese that you know of either coming up or that's already occurred?
A. No, sir.
Q. Oh, that was the one you said you had to go to -- you saw the judge with the other driver, correct?
A. Yes, sir.

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Q. And that was some time ago, correct?
A. Yes, sir.
Q. But that didn't resolve the matter?
A. No, sir.
Q. Have you ever filed a workers' compensation claim?
A. No, sir.
Q. Do you know what that is?
A. When you get hurt on the job?
Q. Yes, ma'am.
A. No, sir.
Q. What is your Facebook identifier?
A. You said what is it?
Q. Yeah. If I wanted to find you on Facebook, how would I find you?
A. Erica Hamilton.
Q. How often do you use Facebook?
A. Every day.
Q. Are you on any other social media?
A. Yes.
Q. What?
A. Snapchat.
Q. I'm sorry?
A. Snapchat, Twitter, Instagram.
Q. All of the above?

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A. Yeah.
Q. All right. How would I find you on Snapchat? How are you identified on Snapchat? Is that the one that's closed, you have to -- somebody has to invite you?
A. No, I don't think so.
Q. Okay. So how would I find you on Snapchat?
A. QueenE.
Q. I'm sorry?
A. QueenE.
Q. QueenE?
A. Uh-huh.
Q. Is that all one word or --
A. Yes.
Q. Is it a capital E?
A. Yes.
Q. Is it a capital Q?
A. Yes.
Q. The rest lowercase?
A. Uh-huh.
Q. Is that yes?
A. Yes, sir.
Q. And that's Snapchat. What was the Instagram? What is your Instagram?
A. I don't know my name on there because I don't

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really use it, but I have an account.
Q. Okay.
A. Same with Twitter.
Q. Okay. You don't know how you're identified; is that correct?
A. Yes, sir.
Q. How often do you use -- you said Facebook you used daily, correct?
A. Yes, sir.
Q. How about Snapchat?
A. Daily.
Q. Do you use it to communicate with friends?
A. No, sir.
Q. What do you use it for?
A. Just that I'm bored.
Q. So what do you -- what do you --
A. Just scroll, look at stuff.
Q. Do you post anything?
A. No, sir.
Q. Have you ever posted anything on any of those social media platforms?
A. Yes, sir.
Q. Have you posted pictures?
A. Not recently, but yes.
Q. Have you ever posted anything about the events on

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April 22, 2016, or this lawsuit?
A. No, sir.
Q. On any of those platforms?
A. No, sir.
Q. Other than your attorney, and I don't want to know about that, and your mother, which I may ask you about, have you talked to anyone else about this lawsuit?
A. No, sir.
Q. When did you retain an attorney for this law -- for the April 22, 2016, matter?
A. I'm not sure.
Q. Well, how did you know you had an attorney?
A. My mom told me.
Q. Did your mom retain the attorney?
A. Yes, sir.
Q. Did you make a decision on retaining the attorney?
A. Yes, sir.
Q. What was your decision?
A. To get one.
Q. When did you make that decision?
A. Right as soon after it happened.
Q. On April 22, 2016?
A. Yes, sir.

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Q. Okay. Why did you decide to get an attorney on April 22, 2016?
A. Because I needed to let others know what happened to me wasn't fair.
Q. Who knew what had happened to you?
A. I don't know, people talk.
Q. Oh, but -- well, I'm aware of that, too. My question to you is you it's your lawsuit. Who knew what happened on April 22, 2016?
A. How do you mean?
Q. Who knew what happened on April 26, 2016. I'll put each of us in this room in that category. Beyond that, who else knew?
A. My grandma, my aunt, my family.
Q. How did they know?
A. They were told.
Q. Who told them?
A. I'm not sure.
Q. You've never asked or been curious how people knew about what happened while you were the only family member on the school bus?
A. No, sir.
Q. And you don't know how they got that information?
A. No, sir.
Q. Did you ever have any problems or issues with Dr.

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HaLevi?
A. Maybe once or twice.
Q. What do you mean maybe? This is your life, your school career. Had you had issues or not?
A. Well, once or twice.
Q. Okay. One or two times?
A. Yes.
Q. Can you tell me what the one or two times before April 22, 2016, were?
A. I can't remember directly what happened or what they were for.
Q. Were they important or significant in your life?
A. No, sir.
Q. Well, you understand you're suing Dr. HaLevi, correct?
A. Correct.
Q. Do you know what Dr. HaLevi does these days?
A. No, sir.
Q. Do you know what happened after the contact from you and/or your family and fallbacks from with the school district; do you know what happened with Dr. HaLevi?
A. No, sir.
Q. You don't know anything about where Dr. HaLevi is or what he's doing these days?

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A. No, sir.
Q. Yet you've sued the man?
A. Do he know about me?
Q. No, ma'am. This is my chance to ask questions. Do you know?
A. No, sir.
Q. The documents, Exhibits 3 and 4 Mr. Matthews showed you earlier, did you understand that there have been proceedings before the State Department of Education as to Dr. HaLevi's teaching credentials?
A. I'm not understanding your question.
Q. Do you understand -- you want to be a teacher someday, right? Did I hear you say that a moment ago?
A. Correct.
Q. You understand there's credentials? I can't just go out and start teaching children in the street. You understand you have to get licensed to do so; is that right?
A. Correct.
Q. So my question is do you understand the licensing agency in the state of South Carolina is our State Department of Education?
A. Yes, sir.

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Q. Okay. Do you understand Dr. HaLevi has licensure and credentials as an educator?
A. Yes, sir.
Q. Did you have any knowledge before today that Dr. HaLevi's accreditation and his teaching certificate was called into question and investigated and actually put, for lack of a better term, at trial before the State Department of Education?
A. No, sir.
Q. You didn't know that?
A. No, sir.
Q. So tell me about the one or two problems you had with Dr. HaLevi. You don't even know what they were about?
A. No, sir.
Q. Had you ever cursed him out before April 22, 2016?
A. No, sir.
Q. Did he have any -- did he ever -- had he ever had any problems with you that he indicated?
A. I'm not sure.
Q. That he indicated to you, though? Had he ever made you aware that he had a problem with you?
A. No, sir.

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Q. All right. I've seen your disciplinary. You've been written up by a bunch of people. Dr. HaLevi had never written you up before, had he?
A. No, sir.
Q. Had he ever told you he had an issue with you, a problem with you?
A. No, sir.
Q. He'd been principal at Clark for longer than you'd been there; is that correct?
A. I'm not sure how long he's been there.
Q. How about this, was he there when you got there?
A. Yes, sir.
Q. If I understood you correctly, and I've not seen all your paperwork, the bus incident was on April 22, 2016, correct?
A. Yes, sir.
Q. The day before -- if you want to look at Exhibit 2 if you need to refresh your recollection, the day before was the incident in which -- with Ms. Ford, you had been disrespectful, you had been rude, disrespectful, and she wrote you up and you got detention; is that correct? And the date -- the day before being April 21, 2016. It's entry six of your record.
A. What was your question?

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Q. Yeah. My question is the day before the bus incident, had you been given detention by a different administrator at Clark?
A. Yes, sir.
Q. I mean, you don't have any reason to dispute that, right, you were the one involved? I mean, am I correct in understanding this?
A. Yes, sir.
Q. Okay. In May of that year, so the incident's April 22nd, the next month, the school year's not done yet, where were you? Where were you attending school for the remainder of that school year?
A. I was on homebound.
Q. How is it that you got written up on May 4, 2016, for telling Ms. Ford to "leave her the fuck alone"?
A. I'm not sure.
Q. And I partially misstated. Actually you were written up for cheating, but you did still tell her to leave you the fuck alone. You don't remember that incident? I thought you told Mr. Matthews earlier you remembered the incident, correct?
A. Correct.

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Q. Okay. So it happened, right?
A. Correct.
Q. My question is just where were you when this happened?
A. I guess at school.
Q. That's where Ms. Ford is, right, or was? Wasn't Ms. Ford at Clark?
A. I guess so.
Q. I hate guessing though. Was she not there when you were there?
A. She was. I don't know where she is.
Q. You weren't -- you weren't written up for the events we -- Mr. Matthews very thoroughly went through the events of the day of April 22, 2016, with you, saying that that's what you brought this lawsuit. You didn't get written up for that did you?
A. No, sir.
Q. You weren't suspended or given any disciplinary, were you?
A. I was.
Q. You were?
A. I was on in-school suspension and -- what was the other one? The suspension where I was put on so my mom could come and get me.

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Q. Your disciplinary was when you had to wait in the office for your mother to come and get you; is that correct, the other being when you sat in the cafeteria earlier in the school day because you refused to put on a pair of pants; is that correct?
A. Uh-huh.
Q. Is that a yes?
A. Yes, sir.
Q. My point is you weren't suspended; you weren't expelled from the district for any of these events you've walked through us -- you walked through with us on April 22, 2016, were you?
A. Correct.
Q. You cursed out multiple administrators of the school; is that correct?
A. I'm sure.
Q. Well, I am too. I'm asking you did it or did it not happen?
A. It did.
Q. Yeah. And you disobeyed multiple school administrators on that day; is that correct?
A. Yes, sir.
Q. This is your testimony today. I've learned a lot today to -- that happened, did it not?

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A. Yes, sir.
Q. In fact, if I counted correctly, upwards of seven or eight or nine different teachers or administrators had to deal with you on that day as to these issues about your clothing and your disobedience; is that correct?
A. I only remember three.
Q. Who are your three?
A. Dr. HaLevi, the SRO, and Mr. Davis.
Q. Okay. Well, how about the other individuals, though, that you've had to deal with both in the attendance office, we've got our teachers who walked you out at the end of the school day, were they not dealing with the situation?
A. Oh, well, when you said dealing with, I thought you were trying to say me being rude to them.
Q. So you were only rude to three administrators?
A. No, just to Mr. HaLevi.
Q. You cursed Mr. Davis out too, didn't you?
A. No, I don't remember cursing him out. He was one of my favorites.
Q. Do you know he said you cursed him out?
A. Well, I saw that he said that it said that the message got back to Mr. HaLevi. So I mean --
Q. Okay. But you were never disciplined, you never

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had a consequence that you had to deal with from the events of April 22, 2016, beyond your time in the cafeteria and waiting for your mother to pick you up; is that correct?
A. Yes, sir.
Q. Bear with me just a moment. Oh, where was your father living in April of 2016?
A. Summerville.
Q. Summerville?
A. Yes, sir.
Q. Where was your mother living in April 2016?
A. Adams Run.
Q. I'm sorry?
A. Adams Run.
Q. How far is Adams Run from Clark?
A. About 30, 35, 40 minutes maybe.
Q. How far is where your -- how far is Summerville to Clark?
A. About 25, 30 minutes.
Q. When you talked to your dad as you've alleged on April 22nd, remember you said you called him at school?
A. Uh-huh. Yes, sir.
Q. Do you know where he was?
A. At work.

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Q. Where does he work?
A. I can't remember where he was working at at the time.
Q. So when you called him that day, you don't even know where he was?
A. I did know when I called him that day.
Q. Was he nearby?
A. He was at work.
Q. Was work nearby?
A. Work was in Summerville.
Q. So he wasn't nearby, was he?
A. No, sir.
Q. How did you call him, by the way, that day?
A. On my cell.
Q. Can you use your cell phone in the school?
A. That day.
Q. Why that day?
A. Because I needed to call my dad.
Q. Is there a rule that unless you're calling your dad you can't use your cell phone in the school? I don't know; I'm asking you.
A. Well, I mean that was important. So I stepped in the attendance office and asked if I could use my phone to call my dad. And she said that was fine.

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Q. Okay. That's my question, is there a general rule you can't use the cell phone to make calls during instruction time?
A. Correct.
Q. Within the confines of the building, correct?
A. Yes, sir.
Q. Okay. I deal with lots of school districts. So whose permission did you get to make that phone call?
A. The lady that was in the attendance office.
Q. The one you don't know her name?
A. I can't remember her name.
Q. Are you still have the same cell phone? I saw you have a new cell phone, a nice phone. Nicer than mine.
A. Your question?
Q. Do you have the same phone that you did today back then?
A. No, sir.
Q. Because it didn't exist. What phone did you have back then?
A. A 6 plus.
Q. Who was your carrier?
A. Verizon.
Q. Who is your carrier today?

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A. AT&T.
Q. When did you switch?
A. When I was able to get a phone in my own name.
Q. Whose name was that phone in?
A. The 6?
Q. The one you had in April that you used to call your dad that day.
A. My grandma.
Q. What's your grandma's name?
A. Mary.
Q. Last name?
A. Murray.
Q. Mary Murray?
A. Yes, sir.
Q. Where does she live again?
A. In Hollywood.
Q. Did she pay the bill; is that correct?
A. Yes, sir.
Q. The account was in her name?
A. Yes, sir.
Q. And it was under Verizon, to your knowledge?
A. Yes, sir.
Q. Do you have the same phone number today that you had in April 2016?
A. No, sir.

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Q. When did you change that?
A. When I got a new phone.
Q. You didn't keep the old number for portability?
A. No, sir.
Q. All right. What was the old phone number? What was the phone number you had on that Verizon mobile phone in Mary Murray's name in April 2016?
A. 843-751-9103.
Q. What's your current mobile number?
A. 843-609-3372.
Q. And you said it's AT&T?
A. Yes.
Q. And when was that switch when you put it in your own name?
A. When did I get this phone? Back in -- so like back in June or July.
Q. Of this year?
A. Of last year.
Q. Oh, sorry. '18. Is the Verizon 843-751-9103 mobile number, is that the same phone you would have used to call your mother on the bus that afternoon?
A. Yes, sir.
Q. Did you send any text messages that day?
A. No, sir.

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Q. Other than the phone call to your father in the attendance office for which you asked permission and received it, and then the phone call to your mother while on the school bus, did you make any other calls to any of your relatives that day during that school day?
A. No, sir.
Q. How did -- who was sitting in front of you?
A. Brianna Parker.
Q. Yeah. How did Parker know how to call your mother?
A. I dialed the number for her and gave it to her.
Q. When did she -- when did you dial the number for her and give the phone to her for her to call your mother? I mean what was transpiring during that time?
A. I was going back and forth with Mr. HaLevi.
Q. Were you wearing -- you were wearing the pants, correct?
A. Correct.
Q. And he was speaking to you?
A. Correct.
Q. And you were using a friend's phone --
A. No, I was using my own phone.
Q. Wait a second, no, no. no. Park -- what's your

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friend's name?
A. Brianna Parker.
Q. Parker. So let me just ask, because you said Parker called your mom, right?
A. Yes.
Q. And I said how did she know how to do that and you said I dialed it her, right?
A. Yes.
Q. Okay. While you asked to either hold her phone or call your mother on her phone, what was going on during that time?
A. Okay. I used my own phone to call my mother and I passed her the phone. Once I pressed call for my mother, I passed her my phone.
Q. I see. Okay. Parker didn't call your mom separately?
A. No.
Q. Okay. That's how I understood you earlier to say. That's what I didn't understand how there were two phone calls going on. All right. So only your phone was used to communicate with your mom on the school bus?
A. Yes.
Q. Gotcha. Bear with me. Have you ever -- you or any family member on your behalf ever made any

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complaints against any teachers or administrators you've had through the years?
A. No, sir.
Q. Have you ever contested any disciplinary charges or action taken against you by any school institution you've been enrolled in?
A. Intested, what --
Q. Contested.
A. Contested.
Q. So no, let me --
A. -- what does that -- maybe once. Maybe a few times. Yes, I have.
Q. You have?
A. Uh-huh.
Q. Any of the ones we've talked about here today?
A. No, sir.
Q. Other things?
A. Yes, sir.
Q. And what was your basis for contesting any disciplinary taken against you?
A. You're asking my reason?
Q. Yes, ma'am.
A. Because I didn't do it.
Q. Did you say Reverend Bradley was deceased?
A. Yes, sir.

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Q. Ask -- oh, died. Okay. I'm sorry. How many times -- I know you said you saw a Reverend Jenkins twice --
A. Yes, sir.
Q. -- correct? How many times did you see Reverend Bradley for any pastoral counseling?
A. Five times maybe.
Q. In your life?
A. Yes.
Q. When did Reverend Bradley die?
A. When was that?
Q. Just to the best of your recollection.
A. Back in last year at the end of last year.
Q. End of 2018?
A. Yes, sir.
Q. Okay. What all did you talk with Reverend Jenkins about in your two sessions?
A. What like stuff that's going on my life, stuff that still plays a part in my life.
Q. About your boyfriend's murder?
A. Yes. Yes, sir.
Q. You said you couldn't remember any of the friends that had made fun of you for having underwear on. Who called you pantsless dummy?
A. Someone on social media.

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Q. Who is that someone?
A. Her name was Erica.
Q. What's her last name?
A. Brisbin -- Brisbon or Brisbane.
Q. B-R-I-S-B-AN-E?
A. Uh-huh.
Q. Is that yes?
A. Yes.
Q. Is she a friend of yours?
A. No, sir.
Q. Do you know her?
A. Just off social media.
Q. What does that mean? How do you know someone just off social media?
A. Like being friends with them on Facebook, Snapchat.
Q. Is she from here?
A. Yes. Yes, sir.
Q. How did you know her before social media?
A. I didn't.
Q. How did she get to be your friend on social media, though?
A. Because you just add people on Facebook.
Q. So you added her?
A. She added me.

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Q. And --
A. I accepted.
Q. And then she called you pantsless dummy?
A. Yes.
Q. Are you still friends or whatever you call it on social media?
A. No, sir.
Q. Why?
A. I didn't need to keep being her friend.
Q. Why?
A. Because she insulted me.
Q. How?
A. She called me the pantsless dummy and were laughing.
Q. How do you laugh on social media?
A. When you put laughing emojis, that mean you're laughing.
Q. Can you cry on social media?
A. You can put the crying emoji.
Q. Who is your friend that you traded clothes with that day on April 22, 2016?
A. Say that again.
Q. Who's the friend you traded clothes with on April 22, 2016?
A. Saniyah.

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Q. Is that Ferguson?
A. Yes, sir.
Q. And you're still friends with Ferguson, right?
A. Yes, sir.
Q. I mean, do you see her or talk to her?
A. Yes, sir.
Q. Had you ever wore Ferguson's clothes before that day?
A. No, sir.
Q. I know you said you never traded clothes with anyone at school before that day, but I mean were y'all close enough friends that y'all would share, you know, let someone borrow a jacket? Would you share clothes?
A. Yes, sir.
Q. Oh, you -- so you did do that with her?
A. You said would I?
Q. Yeah, I'm sorry. I meant it like did you? Did you ever loan her clothes or she loaned you clothes?
A. Only that day.
Q. Oh, so really that's the only time ever?
A. Yes, sir.
Q. And it so happened to be for school, correct?
A. Yes, sir.

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Q. And did you have a reason why you did it?
A. Because I wanted to. I just wanted to put on a jacket.
Q. Were you cold?
A. Not really.
Q. Okay. Well, I'm not trying to give you a reason. I'm just asking what it was. Do you have a specific reason why you traded your clothes with another student who you'd never done that with before that day?
A. No, I don't.
Q. Did you ask her or she ask you?
A. It was just -- it just happened. Like I don't think we asked, "Can I get your jacket?" It just happened. We were having a conversation and then I got her jacket, she got my dress.
Q. Okay. Well, it takes more than a conversation for your clothes to get exchanged. I mean, I don't think your attorney and I could suddenly be wearing each other's clothes without something happening; is that right?
A. We had a conversation about the dress and the jacket.
Q. Okay.
A. It was just a conversation. I didn't ask, "Can I

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hold your jacket?" Just a conversation.
Q. Who initiated the conversation?
A. Saniyah.
Q. Oh, she did?
A. Yes.
Q. Did she say why?
A. No, sir.
Q. When was that during the day? That was after lunch that y'all traded clothes; is that right?
A. Yes, sir.
Q. What time was lunch at Clark?
A. 11:30.
Q. What time was dismissal that year?
A. 3:45.
Q. Was it between classes?
A. No, we were in class together.
Q. You exchanged clothes during class?
A. It was as soon as the bell wrong, we were in art and art was transitioning to the computer lab, but you had to do an exit slip in order to go to the computer lab. And we both were done before everybody else was able to come to the computer lab.
Q. Okay. So where did you physically exchange clothes?

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A. In the corner in the computer lab.
Q. You take your dress off, right?
A. Correct.
Q. How big was the computer lab?
A. It was big.
Q. Ferguson was standing there while you were undressed, correct?
A. Uh-huh.
Q. Is that a yes?
A. Yes, sir.
Q. Who else was there?
A. That's all.
Q. You were in -- how did you get to the computer lab with no one there?
A. Walked to the computer lab.
Q. Did you have a slip, you said?
A. Yes.
Q. Was there an instructor in that room?
A. No, sir, not at the time.
Q. Were you supposed to be there?
A. Yes, sir.
Q. Okay. But Ferguson, you had to be undressed to give her your dress, correct?
A. Correct.
Q. What was Ferguson wearing before you switched

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clothes?
A. I don't remember. A jacket, some pants.
Q. Well, all you got from her was the -- I can't pronounce it -- but the zip-up jacket, correct?
A. Correct.
Q. And it was blue, wasn't it?
A. Yes.
Q. Is that yes?
A. Yes.
Q. Same color as the dress you were wearing that day, correct?
A. Correct.
Q. What did Ferguson have on under her jacket that you got?
A. A sports bra, I believe it was a sports bra.
Q. She didn't have a shirt on underneath the zip-up jacket?
A. No, sir.
Q. Later that afternoon when you were getting ready to leave for school to get on the bus, you told me you -- or you stated earlier you went by the office to tell them that you were going to just wear, you know, appreciate it, you were just going to wear the scrubs home and you'd bring them back on Monday; is that what I understood

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you to say?
A. Yes, sir.
Q. Were you able to identify who it was you told, mentioned that to in the front office?
A. Ms. Nesbitt.
Q. Ms. Nesbitt, that's right. And did you ask her or did you tell her what you were doing?
A. I told her that I didn't have my dress and that I would just bring the pants back on Monday.
Q. And did she say anything?
A. No.
Q. She just kind of stared blankly into space?
A. And then Mr. HaLevi said that I will not be going home until I give him the pants.
Q. And that's before we get on the bus, right?
A. Uh-huh. Yes, sir.
Q. Okay. What was said next after that, per your recollection? Who said what next?
A. I went back. I walked away, wait on my bus number to get called.
Q. Why?
A. What am I going to do? I don't have anything else to put on.
Q. Why didn't you ask that question? Did you ask that question?

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A. I said I didn't have my dress, I don't have no clothes to put on.
Q. Well, that's good. But my question to you is why didn't you ask what should I do? Hey, here's my situation, this girl that I've never traded clothes with, we traded clothes and I don't have any pants on. Why didn't you ask?
A. I'm not sure.
Q. So when you switched clothes with Ferguson in the schoolroom, did you discuss with her when you were going to switch back?
A. Yes.
Q. Okay. What did y'all discuss?
A. At the end of the day.
Q. What was the end of the day?
A. Before leaving to go home.
Q. Well, I'm asking you because I'm not enrolled there.
A. Before leaving to go home.
Q. Where were you going to trade clothes back?
A. In the bathroom.
Q. Which bathroom?
A. Any bathroom.
Q. Well, that's kind of hard to meet someone when it's any bathroom. How did you know where to

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meet?
A. When it was time for us to go, she would let me know.
Q. How would she let you know?
A. On my cell.
Q. So what did you do when she let you know?
A. She didn't let me know. She went home.
Q. Well, how did you know that?
A. Because I called her when it was time for me to leave, and she said, "I left. I've got prom tomorrow so I left."
Q. When was that?
A. Before my bus number got called.
Q. Where were you?
A. In my classroom.
Q. I thought you couldn't use the phone in the classroom.
A. Well, this is the end of the day, so now we're waiting on our bus and we can use our phones.
Q. When did you get your dress back?
A. My mom met her mom.
Q. My question was when?
A. Later on that night.
Q. Do you know why your mom met her mom that night to get your dress that?

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A. Because her daughter had prom and that was the only time she was available and I needed the dress back.
Q. Why did you need the dress back?
A. It's my dress.
Q. Did you have an urgent need to get it back?
A. It's my dress.
Q. It was your dress all during the afternoon when Ms. Ferguson wore it around school, correct?
A. Correct.
Q. Did you need it then?
A. No.
Q. Why?
A. Because we were still together.
Q. No, she left to get ready for prom, remember? Right?
A. Correct. I didn't know that.
Q. When's prom, Friday night?
A. It was Saturday.
Q. The next day?
A. Uh-huh.
Q. Is that a yes?
A. Yes, sir.
Q. She had to leave on Friday to get ready for prom on a Saturday?

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A. Yes, sir.
Q. Bear with me, just making sure there's nothing else. Quick question, earlier going back to the -- when you were getting on the bus or on the bus, there was some announcement made, did I understand -- or did you -- did you hear any announcement about buses stopping?
A. Yes, on the bus driver's radio.
Q. Okay. Not like over a PA system?
A. Oh, no.
Q. Okay. What was it you heard?
A. That the bus wasn't to pull off -- well, the bus wasn't to leave the school. They told her to stop the bus.
Q. Did you hear anything else?
A. No. No, sir.
Q. And who was they?
A. I'm not sure. Just said stop bus 808. That's my bus.
Q. Did you know what that was about when you heard that?
A. Yes, sir.
Q. You did?
A. (Nods head.)
Q. How did you know?

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A. Because they said I wasn't leaving school without giving them the pants.
Q. Yeah, but all you heard on the radio was stop bus 808, correct?
A. Correct. And I was on the bus trying to go home.
Q. But how did you know the bus was being stopped for you? It's my question to you. You said I knew, and I want to know how you know?
A. That would have been the only reason to stop the bus.
Q. You said so it wasn't over a speaker system. Did you hear it on the bus driver's radio?
A. Yes, sir.
Q. Was the bus driver driving from the back of the bus?
A. The radio is pretty loud.
Q. The entire bus can hear her radio?
A. Yes, sir.
Q. Had the bus started yet?
A. Yes, sir.
Q. Where was it when the radio, you could hear everything on the radio?
A. Getting ready to pull off.
Q. It was still on the school grounds, correct?
A. Yes, sir.

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Q. Did you tell the bus driver or the SRO or any administrators that underneath the scrubs you only have panties on?
A. Yes, sir.
Q. You told them you only had panties on under the scrubs?
A. Yes, sir.
Q. So you didn't call them boy shorts?
A. They're the same thing.
Q. No. My question to you -- I'm not asking for whether they are or aren't the same thing or synonymous or not. I'm just asking you did you not say to anyone, I have on only boy shorts underneath?
A. I said I had on panties.
Q. That's all you said, correct?
A. Yes.
Q. Did you see -- on the event where Dr. HaLevi's on the bus, wherever you believe he was standing and speaking to you asking you to please comply with his directive, did you say the word "panties" in front of everyone then?
A. Yes, sir.
Q. You did?
A. Yes, sir.

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Q. Okay. On just April 22, 2016, multiple administrators had given you multiple directives that you disobeyed; is that correct?
A. Yes, sir.
Q. When Dr. HaLevi stated in whatever word you recalled about bus is not going to leave until you return the school property scrubs, what would have happened if you just said no?
A. What do you mean?
Q. Would that not have just been disobeying another administrator's directive?
A. If I had said no?
Q. Yes. Correct.
A. No to what?
Q. To the repeated requests to return the school property as previously instructed.
A. I said no.
Q. You said it a whole bunch, didn't you?
A. Yes.
Q. Disobeyed, correct?
A. Yes, sir.
Q. But what if you just continued to disobey, what would have happened? You would have been disciplined?
A. What do you mean?

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Q. What would have happened if you'd just kept on -- what would have happened if you had not given the scrubs to Dr. HaLevi or thrown them at him?
MR. PHILLIPS: Object to the form of the question. This is --
MR. WREN: And you're allowed to answer.
MR. PHILLIPS: Yeah, but you're --
Q. My question is what disciplinary would you have received if you told the principal that you were going to continue to not reply -- or comply with his request, what would have happened?
MR. PHILLIPS: Object to the form of the question.
Q. You may answer.
A. I guess we would have been there all day because I didn't have anything else to put on.
Q. Okay.
(Off the Record Discussion)
BY MR. WREN:
Q. Did you ever expose your groin area to any of the other students on the bus?
A. No, sir.
Q. Did you ever expose your groin area to Dr. HaLevi?
A. How do you mean? No, sir.
Q. Well, you know what your groin area is right,

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private parts, private area? I mean I'm not trying to be coy here. I'm just trying -- I mean I want to make sure what your understanding is.
A. I understand.
Q. Okay. So did you expose your groin area to Dr. HaLevi or any of the students on the bus?
A. No, sir.
Q. Ms. Hamilton, thank you for your time and patience today, okay. I appreciate it. Counsel, like I said, may have some follow-up questions.
MR. PHILLIPS: I've got a couple questions.
EXAMINATION
BY MR. PHILLIPS:
Q. This dress that you wore on the day in question, had you worn that -- had you worn that dress to the same school before in the past prior to this incident?
A. Yes, sir.
Q. Had you worn it many times?
A. Yes, sir.
Q. Had anyone, including Dr. HaLevi, ever said anything about the dress when you wore it on previous occasions?
A. No, sir.
Q. Okay. Shortly before you got on the bus to

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leave, when you went to the secretary's office to let them know that you had the pants and you were going to bring them back on Monday, was Dr. HaLevi there?
A. Yes, sir.
Q. He knew that you had promised to bring them back on Monday?
MR. MATTHEWS: Object to the form. Please answer. I'm sorry, same rule applies. If I object to the form, when I finish my objection, go ahead and answer the question.
MR. WREN: Same objection.
A. Yes, sir.
Q. Was Dr. HaLevi there when you said that?
A. Yes, sir.
Q. Okay. Anything that would have prevented him from hearing what you said?
A. No, sir.
Q. Did he acknowledge that you said that?
MR. MATTHEWS: Object to the form. Please answer.
Q. Did he say something back to you after you said that I will bring the pants back on Monday?
A. Yes, sir.
Q. Okay. When you were on the bus, was he able to see your complete body that you were wearing

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these school pants?
A. Yes, sir.
Q. Okay.
MR. MATTHEWS: Object to the form. Your answer can stand.
Q. Was there anything in the line of sight between you and him that would have blocked your pants while you were on the bus --
MR. MATTHEWS: Object to the form. Asked and answered. Please answer.
A. No, sir.
Q. Okay. That's all the questions I have.

REEXAMINATION

BY MR. MATTHEWS:
Q. You mentioned a couple of things, first of all that you called Saniyah while you were sitting in the classroom waiting for the bus to -- waiting for the bus to call. As I understand it -- let me rephrase that. That was an awful job. As I understand it, you were sitting -- when the school day is done and you're waiting for your bus, you're in a class waiting for your bus to be called; is that right?
A. Yes, sir.
Q. Okay. And that's when you called Saniyah and

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found out that she had left and would not be returning your dress --
A. Yes, sir.
Q. -- is that right?
A. Yes, sir.
Q. Okay. Is that before or after you met with Ms. Nesbitt?
A. That was -- I called her and that was after.
Q. So that was after you met with Ms. Nesbitt?
A. Yes.
Q. Okay. Then --
A. Wait, sorry. Your question is that I talked to Saniyah, was that before I went and told them that I would bring the dress back -- I mean the pants back on Monday?
Q. Well, as I understand it, you met with Ms. Nesbitt and Dr. HaLevi about an hour before the buses came. Then when you were sitting in your class waiting for the bus to come to get you, waiting for the message to come that the bus was there, that's when you called Saniyah to learn that she would not be returning your dress; is that right?
A. Yes.
Q. Okay. Now, in terms of what your attorney just

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asked you in that meeting with Ms. Nesbitt and Dr. HaLevi, he asked if you -- if Dr. HaLevi responded to you in any way when you said you would not be returning the pants. What did he say?
A. That I can't leave school until I give him the pants back.
Q. And you -- and what was your response?
A. I walked away.
Q. You did not say, "I don't have my dress"; you didn't say anything like that?
A. I said it before he said that.
Q. You said -- you told that to Ms. Nesbitt?
A. And Dr. HaLevi was standing right there.
Q. Okay. Got it. So you said you don't have your dress. He said you can't leave school unless you return the pants, and then you walked away?
A. Yes, sir.
Q. And that's when you walked to your class and called Saniyah?
A. Yes, sir.
Q. Got it. Erica, sometimes -- I know we've come to the end of a long day. Sometimes witnesses will wonder why I don't ask questions. Like I thought you would ask me this, why didn't you ask that.

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Is there any question that you think's important that I have failed to ask you?
A. Yes, sir.
Q. What is that?
A. How did this situation make me feel.
Q. Well, you've already told us how the situation made you feel in your pleadings.
A. I told you?
Q. Yeah. You told the world. Anyone can go on the internet and pick this up. And you put this out there. So you've told the world how you feel and how this made you feel. You've also told me how the murder of your boyfriend made you feel. You've also told me how the divorce of your parents did not make you feel, that it really didn't seem to have an effect on you. Is that true?
A. Yes.
Q. Am I misreading that?
A. No, sir.
Q. Okay. So the divorce of your parents really had no effect on you one way or another?
A. (Nods head.)
Q. Okay.
MR. MATTHEWS: Those are all the questions I had. And thank you so much for being with us.
(There being nothing further, the deposition was concluded at 4:44 p.m.)

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CERTIFICATE

Be it known that I, Andrea R. Taylor, do hereby certify that ERICA M. HAMILTON appeared before me and that I took the foregoing deposition at the time and place aforesaid by means of stenomask with backup; that I was then and there a notary public in and for the State of South Carolina and that by virtue thereof, I was duly authorized to administer an oath; and that the witness was by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth.

I further certify that the foregoing transcript represents a true, accurate, and complete transcript of said deposition. This transcript may contain quoted material; said material is transcribed as read or quoted by the speaker.

I further certify that the witness did not request to review the deposition. Should the signature of the witness not be affixed to the deposition, the witness shall not have availed herself of the opportunity to sign.

I further certify that I am neither employed by nor related to any of the parties in this matter nor their counsel; nor do I have any interest, financial or otherwise, in the outcome of this action.

Witness my hand and seal this 6th day of November, 2019.

Andrea R. Taylor
Notary Public for South Carolina
My Commission expires: 2/10/24

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EXHIBIT 22

Deposition of:

Chris Collins

HaLevi
v.
Charleston County School District

Case #: 2018-CP-10-0123

October 8, 2019

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ELECTRONICALLY FILED - 2020 Jun 03 9:13 AM - CHARLESTON - COMMON PLEAS - CASE#2018CP1000123

STATE OF SOUTH CAROLINA)IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON)NINTH JUDICIAL CIRCUIT

Andrew HaLevi,
)
Plaintiff,
)Civil Action No.:
)2018-CP-10-0123
v.
)
Charleston County School District,
)
Defendant.
****

DEPOSITION OF: CHRIS COLLINS

DATE TAKEN: Tuesday, October 8, 2019

TIME: 11:00 A.M.

PLACE: Bloodgood & Sanders
242 Mathis Ferry Road, Suite 201
Mount Pleasant, South Carolina

REPORTED BY: MARY ANN RIDENOUR, RPR, CLR, CVR-S
and Notary Public

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APPEARANCES

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STIPULATIONS

It is hereby stipulated and agreed by and between the parties hereto, through their respective counsel, that the reading and signing of the transcript is waived by the Deponent.

(The deposition commenced at 11:00 a.m.)

CHRIS COLLINS, SWORN.

DIRECT EXAMINATION BY MS. BLOODGOOD:

Q. Reverend Collins, I'm Nancy Bloodgood. We've met before. I think --

A. Yes, ma'am.

Q. I don't know if you recall, I took your deposition when I was representing Dr. Winbush.

A. I recall.

Q. And under our South Carolina rules, if you have a question during the deposition, just please direct it to me, instead of to Mr. Matthews.

A. Okay.

Q. All right. And I'm not going to ask you any attorney-client privilege, but if I ask you any questions that he objects to other than those, let him object and then answer the question anyway.

A. Okay.

Q. Okay. All right. Would you tell me your home address so that we can calculate the mileage due to you for your appearance.

A. Yes, 1206 Chesterfield Road, North Charleston. I used my mileage tracker here.

Q. All right. What is it?

A. I'm about a mile off.

Q. Okay, that's fine.

A. Let me see. I can tell you. Maybe two miles, because but I didn't put it on right away.

Q. Okay.

A. So -- so it's showing 9.46, but you need to add a mile to that because I put it on -- I turned it on late. So that would be ten.

Q. Ten and a half one way?

A. Yeah.

Q. So about 21?

A. Yeah, at $50 an hour.

Q. If you wait one --

A. I mean $50 a mile, I mean.

Q. Excuse me?

A. $50 a mile.

Q. Right. If you wait one second, I'll go tell somebody that so we can have a check ready for you when you leave, before she goes to lunch. Hold on one second.

(A brief recess was taken.)

BY MS. BLOODGOOD:

Q. Okay. Now, you've been a member of the board of the Charleston County School District for about 11 years; is that correct?

A. Yes, ma'am.

Q. And as a board member are you familiar with

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Septima Clark Academy?
A. Little bit. In general, yes.
Q. Okay. Tell me what your -- what you understand Septima Clark Academy is, what kind of a school.
A. Uh-huh. My understanding is that kids go there who sometimes who may have had a little discipline issues or may have been getting in and out of trouble at times, or the school would be more tolerant, more acceptable for them, less strict.
(Plaintiff's Exhibit No. 1 marked for identification.)
BY MS. BLOODGOOD:
Q. Okay. I'm going to show you an article about Clark. And rather than call it by its full name, Septima Clark, I'll just call it "Clark Academy." Would you -- evidently, it says that it's a small, alternative high school program on James Island.
A. Uh-huh.
Q. Have you ever visited the school?
A. No, I haven't.
Q. Okay. And that it's had 20 years of graduates since 1990; and that it partners with a nonprofit called Communities in Schools in Charleston County School District; and that they have -- did you

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know they have two counselors who work with the students every day?
A. No, I don't.
Q. Were you aware that they have a graduation rate for students who have problems, or who have failed, or discipline problems, that's better than any other public school in the county?
A. No, I didn't know that.
Q. I'm going to show you another article that we'll mark as Plaintiff's Exhibit 2 --
(Plaintiff's Exhibit No. 2 marked for identification.)
BY MS. BLOODGOOD:
Q. -- and ask you if you ever saw that particular article. This one is about a graduate, who -- in 2000, who became a good artist and came back and did a mural for the school. Were you aware of that?
A. Seem like -- seem like I heard of it, but I don't remember the details.
Q. Okay. In general, have you heard good things about Clark Academy and its accomplishments?
A. Not a whole lot about Clark Academy. We don't talk a whole lot about it.
Q. Okay. Do you know Dr. HaLevi?

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A. Not personally.
Q. Okay. Did you ever meet him?
A. I don't recall if I ever met him or not.
Q. Okay. And so do you recall if you've ever spoken to him?
A. I don't think I have, unless -- unless he was in a meeting and I greeted him or something like that, but...
Q. But you wouldn't know him if you saw him?
A. Probably -- probably not.
Q. Okay. Did you know that he was a principal at Burke High School before he went to Clark Academy?
A. No. I think -- I think I have seen him in a meeting, Mr. HaLevi.
Q. Okay. And in April of 2016, which is the date that this incident at Clark Academy occurred with Ms. Hamilton, at that time did you know anything about Dr. HaLevi's educational background?
A. No.
Q. Do you know anything about it, as we're sitting --
A. No.
Q. -- here today?
Did you know anything about his teaching background in April of 2016?

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A. No.
Q. Do you know anything about it today --
A. No.
Q. -- other than what I just told you?
MR. MATTHEWS: Do wait for her to finish her question and then answer.
BY MS. BLOODGOOD:
Q. And in April of 2016, did you know anything about Dr. HaLevi's teaching experience in Charleston County?
A. No.
Q. All right. Same question: In April of 2016, did you know anything about Dr. HaLevi's administrative experience in Charleston County School District?
A. That he was a principal.
Q. Okay. And do you personally know Erica Hamilton?
A. No.
Q. Okay. Do you know her mother, Linda Hamilton?
A. No.
Q. And I assume they do not to go your church and the Hamiltons are not related to you; is that correct?
A. Not to my knowledge.

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Q. Okay. In April of 2016, were you aware of Ms. Hamilton's disciplinary record at Clark Academy?
A. No.
Q. Have you ever heard of something called The Educator's Handbook?
A. No.
Q. And have you met Erica Hamilton or her mother, Linda Hamilton, ever?
A. No.
Q. Okay. But you do know Mr. Marvin Bowens, right, Bowens?
A. No, not that I know of, at least not by name.
Q. Okay. I'll just represent to you that he was on the District 23 school board in April of 2016. Are you familiar with the constituent school board members?
A. Uh-huh. Well, a couple.
Q. Okay. Does that name ring a bell, Marvin Bowens?
A. No.
Q. Okay. Did you receive a call from anyone on the constituent board about Ms. Hamilton?
A. No.
Q. Okay. So how did you find out about the incident involving her at Clark Academy?

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A. Dr. Postlewait.
Q. Just from Dr. Postlewait?
A. Uh-huh.
Q. Okay. And what did Dr. Postlewait tell you?
A. About the incident involving some pants, school clothing.
Q. An incident regarding what?
A. Student's clothing.
Q. Okay. And why did she tell you that?
A. That a -- because it was an issue that the student wasn't -- had to give her pants back to the principal.
Q. Is that what Dr. Postlewait told you?
A. To the board.
Q. To the board, okay.
So let me just clarify. Did you have a personal conversation with Dr. Postlewait or are you just repeating information she told the whole board and you were present?
A. Right, just the information she told us at the board.
Q. She didn't call you and have a conversation with you alone at any point --
A. No.

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Q. -- regarding Ms. Hamilton?
A. No.
Q. So the information that you got from Dr. Postlewait after this incident was at a board meeting?
A. Yes.
Q. And that was in executive session?
A. Yes.
Q. And during that meeting, what you recall is that she was notifying the board that there had been an incident at Clark?
MR. MATTHEWS: Well, let me interpose an objection in this regard. If you were meeting in executive session, were you receiving any legal advice? If so, then you need--
THE WITNESS: I -- I don't recall --
MR. MATTHEWS: Okay.
THE WITNESS: -- receiving legal advice.
BY MS. BLOODGOOD:
Q. And I'm not interested in anything that a lawyer has said to you; I just want to know what Dr. Postlewait said to you. She is the superintendent of CCSD, correct?
A. Right.
Q. What did she tell the board about this school

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incident?
A. That a student came to school that morning, a female student, and there was an issue with her clothing, her skirt or something, or was maybe a dress, something was too short or too revealing. The principal felt that she needed to put some other clothes on. He offered to give her a pair of pants to wear.
Q. Okay. And then, what else?
A. By the end of the day, he went to the bus and asked for the pants back. And then, the student was a little reluctant to give the pants back. And he finally -- he finally got the pants. I think he demanded -- demanded the pants, I believe. And the student gave him the pants. Then, the pants left her exposed. She didn't have clothing under the pants except maybe underwear.
Q. Okay. And what did Dr. Postlewait, if anything, tell you that Dr. HaLevi did wrong in this situation?
MR. MATTHEWS: Object to the form. Please answer.
THE WITNESS: I didn't hear.
BY MS. BLOODGOOD:
Q. He objected, but you can answer anyway.

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MR. MATTHEWS: From time to time, Reverend Collins --

THE WITNESS: I just have to hear what you say.

MR. MATTHEWS: That's okay. From time to time, you may hear me say, Object to the form. Please, answer. And at that point --

BY MS. BLOODGOOD:

A. Repeat the question, please.

Q. Sure. When Dr. Postlewait was talking to the board about this incident, did she tell you that Dr. HaLevi, who was the principal, had done anything wrong?

A. I don't remember her saying he did anything wrong.

Q. Okay. Did you infer from what she told you that he had done something wrong?

A. Yes.

Q. What did you infer?

A. That she wasn't pleased with his behavior, his actions. Not behavior, actions.

Q. Right. And do you know why she wasn't pleased?

A. From the -- from the gist of the story, that he left the student without -- without pants to cover

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herself.

Q. Okay. So she thought he had left the student without pants and he knew that?

A. Yeah, or either he -- right, either that -- either that or he found out shortly after.

Q. Okay. Now, from what she told you, did you think that this was something seriously wrong that Dr. HaLevi had done?

A. Well, yes.

Q. Okay. And can you tell me what it was that he did that you think was wrong?

A. Yes. If he took her pants from her, that would leave her exposed in front of the children.

Q. Okay. And was it your understanding from what Dr. Postlewait told you, did you infer that he did take her pants from her?

A. Yes.

Q. Okay. Were you aware, at any point in time after this incident, that Marvin Bowens -- and I know you don't know him, but he was a constituent board member of District 23, held a news conference at Clark Academy?

A. I don't recall.

Q. You weren't at any news conference at Clark, were you?

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A. Not that I -- no.

Q. Okay. Did you know that there was going to be a news conference on April -- after this incident at the school?

A. No.

Q. Okay. As a board member, if you have a concern about something that's going on at a school, is there a certain person that you can call in the district to get more information?

A. Yes.

Q. Who is that?

A. We can call Dr. Postlewait or her secretary, or we can call the attorney, Attorney Ham.

Q. Natalie Ham or else -- who is the secretary's name?

A. Julia Erickson. Or -- or we can call Erica Taylor, too.

Q. And who is Erica Taylor?

A. She's chief of staff now, chief of staff.

Q. Okay. Did you contact anyone at CCSD about this incident at Clark, after Dr. Postlewait addressed the board?

A. No.

Q. In April of 2016, as a board member, were you aware of any policy that prohibited board members from

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discussing personnel issues publicly?

A. I don't know a particular policy, but we normally don't discuss personnel unless it's something that affect the public.

Q. Okay. So was --

A. You know, character. Let's say character. Normally we don't do it publicly, normally.

Q. Normally. But if you think it's something that affects the public, you would?

A. If it could be safety or endangerment, or something really bizarre, something really far-fetched.

Q. So do you think what Dr. HaLevi did was bizarre or far-fetched?

A. See, I only -- I only had one side of the story. I never -- I never heard his side.

Q. Okay. And did you talk to anyone at the school district after the incident, before you talked to The Chronicle, other than Dr. Postlewait?

A. I don't know if I talked to The Chronicle or not --

Q. Okay.

A. -- unless they called me and asked me questions, but that doesn't ring a bell today.

Q. Okay. I'll show you that in a minute. I'm not trying to trick you.

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A. Okay.
Q. So if there was an issue that you thought was bizarre or a safety issue, as a board member could you have gone to the principal and asked the principal about it? Could you have gone to Dr. HaLevi and asked him?
A. If I wanted to.
Q. And in this instance, you didn't want to?
A. When principals have issues, I don't really contact them, normally. If they -- if it's something serious, they usually reach out to me, ask for my assistance.
Q. Okay. Let me ask you a general question. Are you generally aware of training that's offered to administrators and principals? In other words, does anyone, Dr. Postlewait or anyone, address you and say, Here's the kind of training that we offer our principals?
A. I know they have a couple of programs where they're trying to recruit principals and bring them into the program. I don't know of anything where they train principals. So, no, I don't know of anything.
Q. In the 11 years that you've been on the board, have you been made aware of any kind of training regarding dress code issues for principals?

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A. No.
Q. Have you been made aware of any kind of training regarding bus issues for principals?
A. No.
Q. I'm going to mark as Exhibit 3 a letter that Dr. HaLevi -- it's not a letter; it's an op-ed that was in the newspaper, that Dr. HaLevi wrote and was published on May 4, 2016.
(Plaintiff's Exhibit No. 3 marked for identification.)
BY MS. BLOODGOOD:
Q. He wrote this about the incident, and I'm just curious as to whether or not you recall ever reading this in the Post and Courier?
A. No, I didn't.
Q. Okay. Then I don't have any other questions about that for you.
So this article that Dr. HaLevi wrote to give the full context of the Clark story was May 4, 2016. Let me show you an exhibit that we will mark as Plaintiff's Exhibit 4.
(Plaintiff's Exhibit No. 4 marked for identification.)
BY MS. BLOODGOOD:
Q. This is a copy of the article that Barney

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Blakeney put in The Chronicle after you had talked to him. Do you recall talking to Barney Blakeney?
A. He is -- he used to call me sometimes.
Q. Okay. Does he work -- is he a reporter for The Chronicle?
A. He was then; I don't know about now. He was.
Q. Okay. And according to this article, it says, A Charleston County School administrator should be fired, but most likely won't be, said county school board member, Reverend Chris Collins.
Do you recall telling Barney Blakeney that?
A. I probably did.
Q. Okay. Why -- why do you -- did you say that he probably won't be fired?
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
A. If I made that -- if that's what I -- if that's what I said, I was thinking in the context that sometimes when people have infractions or make mistakes at work, sometimes African-Americans are fired harshly and Caucasians aren't.
Q. So you thought --
A. Might have been thinking in that regard.
Q. So you knew he was -- that Dr. HaLevi was

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Caucasian?
A. I assumed he was.
Q. Okay. And you thought he probably wouldn't be fired because he was Caucasian?
A. Yes.
Q. Then, down at the very end, sort of on the second-to-the-last paragraph, you're quoted. And it says, quote, HaLevi should have known whether the child was wearing a dress though he said he never went to the back of the bus where she was sitting. But that's irrelevant. He should not have demanded she take off the pants while on the bus. You don't embarrass a child or cause her to be exposed in front of the other students. That's unacceptable. I think he just got mad and demanded the pants back. That's end quote.
Do you recall saying that to Barney Blakeney?
A. I don't recall exactly. I had -- I had issues with Barney and I stopped talking to Barney because what he had -- I learned he had a habit of taking stories from one side what people said, but then the other side he didn't -- he wouldn't record. So I stopped talking to Barney about three years ago. I told him no more interviews. I mean, I could have said it, but I found him not to be truthful always, so I

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stopped talking to Barney.
Q. Okay. But you might have said what he said in here?
A. Yeah, I could -- I could have said something of that nature. Or it could be he may have took it and put it in his own words.
Q. And did you think that Dr. HaLevi got mad and demanded the pants back?
A. I mean -- I mean, I don't know.
Q. Okay. You don't know --
A. Uh-uh.
Q. -- whether he did or not?
And then, down on the bottom it says, Collins said HaLevi most likely will be reassigned. And then, quote, I think he should be fired, but I don't think there's board support to do that, end quote.
Did you talk to any board members about whether they would be interested in terminating Dr. HaLevi?
A. No.
Q. Okay. So why do you -- why did you not think that there was board support to do that?
MR. MATTHEWS: Object to the form. Please answer.

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BY MS. BLOODGOOD:
A. It's a little out of context, the statement, because it never came before the board.
Q. I thought you said Dr. Postlewait addressed the board?
A. Yeah, but he didn't -- the appeal never -- no appeal never came to the board, as far as I know.
Q. Okay. I'm going to ask you questions about his grievance in a minute.
A. All right.
Q. At this point, this is only two weeks -- about two weeks after the incident on May 4, 2016. At that point, you told Barney Blakeney -- he quoted you as saying, I think he should be fired, but I don't think there's board support to do that.
So I'm just curious, had you talked to any board members about firing Dr. HaLevi?
A. No.
Q. Okay. So why would you not think that there was board support to fire him?
A. I think -- give me a moment to think back.
Q. Sure.
A. Thinking who was on the board three years ago. I'm really not -- I'm really not thinking -- registering anything that there's not much board

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support to fire him. It just never got to that level. I mean, I just -- it's just not registering as something relevant or...
The superintendent could have fired him, if she wanted to. And then he would have had to appeal, but...
Q. Okay. Let me ask -- let me ask you that.
A. Maybe it was this. Maybe it was this, maybe, that I didn't think the board would demand that he be fired. Maybe that's what it really is. I didn't think the board would demand that he be fired.
Q. And that was going to be my next question. The superintendent is in charge of hiring and firing --
A. Yes.
Q. -- employees, correct? But can the -- has the board, in the 11 years you've been there -- or can the board tell the superintendent, We want somebody fired?
A. Absolutely.
Q. Okay. And have you done that before?
A. Certain board members have gone to the superintendent and request certain people be gone, yes.
Q. Okay. Can you give me an example of who was terminated because a board member wanted them terminated?

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MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
A. Yes, but I sure hate to.
Q. Well --
MR. MATTHEWS: Reverend Collins, to the extent that your -- your answer relies on legal advice you received, you should not respond. To the extent that your answer would not rely on legal advice or a legal discussion with a lawyer, then you should respond to the question.
BY MS. BLOODGOOD:
A. I know there's certain board members that wanted Dr. Winbush gone, wanted Lisa Herring gone, Audrey Lane.
Q. Amy Neloms?
A. Huh?
Q. Amy Neloms?
A. I don't know a person by that name, but possibly. Others, some people they want removed from the position they were in. Like, all the names, I can't think of right now. But if I had time to sit down and really think back over the years...
Q. Are these mostly African-American --
A. Yes.

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Q. -- employees who are getting terminated?
A. Yes. Well, you also -- yeah. I think -- I think some wanted maybe Lou Martin, maybe.
Q. He's white?
A. He's not African-American.
Q. Right.
A. Dr. -- can't think of her name, but she was -- Van -- Van Brennan, I think.
Q. Was -- was there a certain group of board members who wanted to terminate the African-American principals and administrators?
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
A. There were certain board members who didn't want African-Americans to be in a high position.
Q. Okay. Who were they?
A. Ms. Coats, Tom Ducker. Those are the main two. We had one board member say, when Dr. Herring was applying for superintendent, we needed one, that she was a great superintendent, but she could never be one here. So that made me think.
Q. Was that a board member who said that?
A. Yes.
Q. Who said that?

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A. Darby.
Q. Okay. Did Dr. Postlewait, when she addressed the board in executive session, do you recall if that was a regular board meeting or was that a special board meeting?
A. I don't recall, but I think it was regular. Seemed like it was -- seemed like it was prior to the board meeting, not prior, but the executive session part. But I'm not a hundred percent sure, but seemed like it was a regular board meeting.
Q. Okay. And what -- what days do you have your board meetings? What day of the week?
A. Normally on a Monday.
Q. Normally on a Monday, okay. And I'll represent to you that this event occurred on a Friday afternoon, so the next Monday would have been the end of the month, the 25th. Do you have your board meetings on a certain week of the month?
A. Yeah, normally second and fourth Monday. But with this current board leadership, sometimes the days have been off.
Q. Okay. But back in 2016, the fourth Monday would have been the 25th, so it's possible you had a board meeting then? So this is -- over --
A. That would have been a special session.

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Q. The incident occurred Friday, in the afternoon. And on Monday, in the late afternoon, you have your board meetings, right, starting --
A. The latter part of the month, yes.
Q. They start at about four or so?
A. Yes.
Q. What time do they start?
A. About four.
Q. So about four o'clock on Monday, Dr. Postlewait was -- addressed the board in executive session and made you think that -- you inferred after that, after her talking to the board, that Dr. HaLevi had done something wrong?
A. Oh, yes, yes.
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
Q. Enough so that two weeks later, you go to the press and say he should have been fired, right?
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
Q. Right?
A. No, I didn't go to the press.
Q. Well, they called you and you talked to the

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press, correct?
A. I assume. I just really don't remember the conversation. It could have been I thought we were just talking. I probably didn't know he was interviewing, you know?
Q. Okay. But two weeks later, you still held the opinion, based on what Dr. Postlewait told you, that Dr. HaLevi should be fired?
A. Yes.
Q. Okay. Did you know then or later that Dr. HaLevi questioned Dr. Postlewait about the facts she had and the investigation that she -- that allegedly was done?
A. No.
Q. Did you know that Dr. HaLevi was accused of two minor issues when he was put on leave, as well as this bus incident?
A. No.
Q. Did you know that those two minor issues were then dropped by Dr. Postlewait after a few weeks?
A. No.
Q. Did you get the impression from Dr. Postlewait that Dr. HaLevi intentionally intended to embarrass Ms. Hamilton?
MR. MATTHEWS: Object to the form. Please

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answer.
BY MS. BLOODGOOD:
A. Not -- not really.
Q. Okay. Because in your statement to Barney Blakeney that he published in The Chronicle, he quotes you as saying, You don't embarrass a child or cause her to be exposed in front of other students. That is unacceptable.
Where did you get the -- from whom did you get the impression that that happened?
A. From Dr. Postlewait. And I need to kind of justify my statement.
Q. Sure.
A. If the statements are reflected -- if I made those statements, I didn't -- I didn't consider the fact that the child didn't have the clothes they came to school with. I think that was missed out of the equation, what happened to the original clothes that the child had on at the time. I didn't think about that. She should have still had her original clothes, that she shouldn't have been leaving more exposed than she came.
Q. Right. Let me ask you this. This is three years ago. Has Dr. Postlewait ever come to the board and said, Here's what the state Department of Education

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found out about this incident?
Have you ever -- have you ever heard about that?
A. No.
Q. Do you know that there was a hearing in front of the state Board of Education regarding this incident?
A. No, I don't know.
Q. Okay. And you don't know, then, that Dr. HaLevi was found to have done nothing wrong --
MR. MATTHEWS: Object.
BY MS. BLOODGOOD:
Q. -- by the state Board of Education?
MR. MATTHEWS: Object to the form.
BY MS. BLOODGOOD:
A. No, I don't.
Q. So Dr. Postlewait, after she comes and infers to the board that Dr. HaLevi has done something so wrong that you think he should be fired, she never comes back and tells you what the state board decided, right?
A. No.
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:

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Q. Did Dr. Postlewait tell the board that she was going to do an investigation into the matter?
A. I think so. I think so.
Q. Okay. Did you ever see any investigation that was done into this matter?
A. No.
Q. Okay. Do you know whether Dr. -- anyone ever talked to Dr. HaLevi during this alleged investigation to get his side of the story?
MR. MATTHEWS: Objection. Please answer.
BY MS. BLOODGOOD:
A. I don't know.
Q. Do you know whether Dr. HaLevi was ever allowed to provide witnesses to support his side of the story?
A. I don't know.
Q. Did you know that as late as August of 2016, Dr. HaLevi still had not been placed to work anywhere at CCSD?
MR. MATTHEWS: Object to the form.
BY MS. BLOODGOOD:
Q. That he was still out on leave?
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:

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A. I didn't know.
Q. Did you know Dr. HaLevi filed a grievance?
MR. MATTHEWS: Other than through any conversation you arrived at --
BY MS. BLOODGOOD:
A. I didn't know. I learned --
Q. I don't -- yeah, and I don't --
A. No.
Q. -- want you to tell me what you learned from your attorney.
A. No.
Q. So let me just -- at the time that this was happening and before you talked to any attorneys, did you know that Dr. HaLevi had filed a grievance?
A. No.
Q. Okay. And do you recall the board making a decision as to whether or not they should hear a grievance from Dr. HaLevi?
A. No.
Q. Okay. The way the grievance process works, is the board usually asked if they want to hear a grievance or does someone else make that decision?
MR. MATTHEWS: Object to the form.
BY MS. BLOODGOOD:
A. Normally, our process has been that if

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someone wants to appeal the board, they can, except for, like, an induction teacher.
Q. Right.
A. But normally --
Q. Any --
A. -- anybody can appeal. A principal or a teacher can appeal. It's automatic with us.
Q. Okay. And you would hear it? If somebody does that, you wouldn't refuse to hear the appeal, would you?
MR. MATTHEWS: Object to the form.
BY MS. BLOODGOOD:
A. No.
Q. Okay.
A. Unless it was a valid reason.
Q. Right. But it would be the board's decision not to hear the grievance?
A. Yes.
Q. It wouldn't be somebody else's decision?
A. Right.
Q. Correct?
MR. MATTHEWS: Object to the form. Answer if you can.
BY MS. BLOODGOOD:
Q. Are you aware that in the fall of 2017, about

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six months -- a year, a year and a half later, there was a dress code incident at Moultrie Middle School?
A. Not unless I hear some details.
Q. Let me ask you this. Did Dr. Postlewait come to the board in April of 2017 and say, We've had another dress code incident at Moultrie Middle School?
A. I don't recall it.
Q. Okay. Do you recall reading or knowing that the school district issued a public statement indicating that the principal at Moultrie Middle School did not intentionally set out to embarrass a student?
A. No.
Q. Okay. So you don't remember any comparisons between the principal at Moultrie Middle, who was Ryan Cumback, and Dr. HaLevi's situation?
A. I'm not familiar.
Q. Okay. If there are dress code incidents at various schools, as a board member, do you think that they should be treated similarly?
A. Yes.
Q. And that there should be rules that apply to everybody?
A. (No verbal response.)
Q. And do you think that principals should have

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training and react the same way and have the same rules for all students?
MR. MATTHEWS: Objection. Compound question.
BY MS. BLOODGOOD:
Q. I'll break it up for you. Do you think that the same rules about dress code should apply to all students in the district?
MR. MATTHEWS: Objection. Please answer.
BY MS. BLOODGOOD:
A. Yes.
Q. Do you think that principals should all be trained on dress code violations?
A. Yes.
Q. Do you think that if there is a dress code violation, the principals and the students should all be treated the same?
MR. MATTHEWS: Objection. Object to the form. Please answer.
BY MS. BLOODGOOD:
A. Yes.
Q. Okay. I want to -- okay, I'm going to show you what we've marked as Exhibit 5.
(Plaintiff's Exhibit No. 5 marked for identification.)

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BY MS. BLOODGOOD:
Q. And I'll represent to you that this is a hearing officer's report and recommendation regarding Dr. HaLevi. And I just -- and if you just flip through it, I want to just ask you to confirm that you've never seen this document before.
A. I've never seen this.
Q. Okay. And let me show you what we'll mark as Plaintiff's Exhibit 6.
(Plaintiff's Exhibit No. 6 marked for identification.)
BY MS. BLOODGOOD:
Q. This is the Order of Dismissal of the Complaint against Dr. HaLevi. Have you ever seen -- this is by the South Carolina State Board of Education, signed by the chair. Have you ever seen this Order of Dismissal regarding Dr. HaLevi?
A. No.
Q. Okay. So if you look on the bottom of the second page of this Order it says, the last paragraph, After considering the evidence presented at the July 14, 2017 hearing, the state board finds that the evidence demonstrates that HaLevi did not act in an unofficial manner.
Did Dr. Postlewait ever come back to the

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board and report that that finding had been made by the state board?
A. No.
Q. And then, on the last page, right before conclusions of law, The South Carolina State Board of Education found, after the hearing, quote, The Board finds no evidence of inappropriate or unprofessional conduct, end quote.
Did Dr. Postlewait ever come back and tell the board that that was the situation with Dr. HaLevi?
MR. MATTHEWS: Object to the form.
BY MS. BLOODGOOD:
A. No.
Q. Well, you've been a board member for 11 years. Would you expect a superintendent who works for the board to tell the board what was going on with situations that resulted in a principal's termination?
MR. MATTHEWS: Object to the form.
BY MS. BLOODGOOD:
A. Yes.
Q. All right. And let me ask you this. Would you -- for instance, you would expect that if SLED totally exonerated Dr. Winbush, Dr. Postlewait would

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have come back and told you that, right?
MR. MATTHEWS: Object to the form.
BY MS. BLOODGOOD:
A. Yes.
Q. Did you know that SLED found Dr. Winbush had done nothing wrong?
MR. MATTHEWS: Object to the form.
BY MS. BLOODGOOD:
A. I didn't know.
Q. Dr. Postlewait never told you SLED found that?
MR. MATTHEWS: Object to the form.
BY MS. BLOODGOOD:
A. No.
Q. Okay. I don't have any other questions. Thank you.
MR. MATTHEWS: I do.
CROSS-EXAMINATION BY MR. MATTHEWS:
Q. Mr. Collins, Reverend Collins, which do you prefer?
A. Either one is okay.
Q. Okay. Reverend Collins, are you familiar with the limited jurisdiction that the state Board of Education has when it's adjudicating licensure issues?

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MS. BLOODGOOD: Object to the form.
BY MR. MATTHEWS:
Q. You have no idea about the jurisdiction of the state Board of Education over Exhibits 5 and 6, do you, the hearing officer's recommendation or the state Board of Education Order that has to do with licensure issues?
A. I know they can suspend your license.
Q. Right. But that has nothing to do with, and certainly no authority over, any particular district's discipline of a principal; is that correct? You have no knowledge about what -- about that at all, do you?
A. No.
Q. Okay. So you have no basis on whether or not to opine whether it would be appropriate or even meaningful for Dr. Postlewait to bring the decisions of the state Board of Education about Mr. HaLevi's certificate to the board's attention, do you?
A. No.
Q. Okay. Well, while we're on the subject, do you know if the Charleston County School District even brought the matter to the attention of the state Board of Education or whether they did that themselves?
A. I didn't know it went to the state board.
Q. Okay. Frankly, do you know it's true that

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the Charleston County School District did not insist or even bring to the attention of the South Carolina Board of Education that they take any action with regard to Dr. HaLevi; that they did this -- that the South Carolina School Board of Education did this on their own?
A. I didn't know.
Q. In fact, as we sit here today, you know nothing about the state Board of Education's dealings with Dr. HaLevi?
A. That is correct.
Q. Okay. So you would have no basis to have an opinion about whether or not it would be appropriate for Dr. Postlewait to bring Exhibits 5 and 6 to the attention of the board; is that correct?
A. I would expect it to come to the board.
Q. Why would you expect it would come to the board, if it had nothing to do with anything that the District was doing?
A. Because it was disciplinary by the District.
Q. How -- how did this relate to the discipline of Dr. HaLevi?
A. That is the next step, oftentimes, when teacher are dismissed.
Q. Right.

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A. Dr. Postlewait refers them to the state for -- to get their license revoked.
Q. Okay. Reverend Collins --
A. It's common practice.
Q. -- do you have any information that Dr. Postlewait referred Dr. HaLevi to the State Board of Education?
A. No, sir.
Q. And, in fact, as it happened, she didn't.
MS. BLOODGOOD: Objection.
BY MR. MATTHEWS:
Q. Would that surprise you?
A. A little bit.
Q. Okay.
A. Just a little bit.
Q. Okay. Do you think that Dr. HaLevi, for what you know about him taking the pants, would that have raised an appropriate concern of the district to look into this matter?
A. Yes.
Q. Okay. In fact, I believe at one point you had an opinion that this was severe misconduct; did you not?
A. Yes.
Q. Okay. So because at first glance you would

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have had that opinion, don't you think it would have been appropriate for the school district to conduct an investigation into the matter?
A. Yes.
Q. Okay. To your knowledge, did they do so; if you know? If you don't know, that's fine.
A. I don't know.
Q. Okay. Would it surprise you to learn that, in fact, the district did conduct an investigation that relied on any number of evidence, including police officer reports?
MS. BLOODGOOD: Objection to the form.
BY MR. MATTHEWS:
Q. Please answer.
A. Repeat the question, please.
Q. Certainly. Would it surprise you to learn the district did conduct an investigation, relied on any number of elements of information, including police officer reports?
A. No, that doesn't surprise me.
Q. Okay. Would you expect them to interview a number of different persons involved in the incident?
A. Yes.
Q. Okay. Do you take any exception to Dr. HaLevi, you know, voicing a different opinion? Would

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it be common for Dr. HaLevi, if he had a different opinion about it, to give voice to it?
A. I don't understand what you're asking me.
Q. Presume for a moment that Dr. HaLevi actually did object to the outcome of the investigation. The fact that he would grieve, does that concern you or surprise you?
A. That he agrees with the outcome?
Q. No, that he grieved, that he disagreed with the outcome?
A. The district -- the school district's investigation?
Q. Yes.
A. Does that --
Q. Does that surprise you at all?
A. No.
Q. Okay. Now, in terms of the -- of your testimony today, is it fair to say that you do not speak for the board?
A. Absolutely.
Q. Okay. Is it fair to say that your opinions are personal to yourself?
A. Speaking as -- speaking as an individual board member only.
Q. Speaking as an individual board member only.

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So your comments today do not reflect the opinions of the school district or its board?
A. Absolutely.
Q. Okay. Nothing further.
MS. BLOODGOOD: I have one follow-up.
REDIRECT EXAMINATION BY MS. BLOODGOOD:
Q. As an individual board member, I understand you don't speak for the board, but you've been a board member for 11 years.
A. Yes.
Q. When a principal comes to you and tells -- I'm sorry, when the superintendent comes to the board in executive session and says, We have a principal and there's been an incident, and I want you to know about it, it's got to be -- you're going to assume it's a pretty serious matter?
A. Absolutely.
Q. But when Dr. Postlewait came to you to talk about Dr. HaLevi, she didn't mention that he had been a principal at Burke High School, did she?
A. I don't remember.
Q. She didn't -- do you recall her telling you that he had been a finalist for educator of the state, at one point?
A. No.

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Q. Did she tell you how successful he had been at Clark Academy, graduating students who were poor and disadvantaged?

MR. MATTHEWS: Object to the form.

BY MS. BLOODGOOD:

A. No.

Q. And then, after she tells you all these things that Dr. HaLevi has done, would you expect her, as a board member, as an individual board member, to come back and tell you the rest of the story when it was over?

MR. MATTHEWS: Object to the form.

BY MS. BLOODGOOD:

A. Yes.

Q. Okay. Because that's what you hire her to do, to tell you the truth, right?

A. That's right.

Q. And if she tells you -- leads you to believe something that's incorrect, that would be a problem for you, as a board member, wouldn't it?

MR. MATTHEWS: Object to the form.

BY MS. BLOODGOOD:

A. Yes.

Q. Okay. Thank you. I don't have any other questions.

MR. MATTHEWS: No follow-up.

(The deposition concluded at 11:49 a.m.)

CERTIFICATE

STATE OF SOUTH CAROLINA:

COUNTY OF CHARLESTON:

I, MARY ANN RIDENOUR, Registered Professional Reporter and Notary Public, State of South Carolina at Large, certify that I was authorized to and did stenographically report the foregoing deposition of Chris Collins; and that the transcript is a true record of the testimony given by the witness, and was sworn as such.

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

WITNESS MY HAND AND OFFICIAL SEAL this 16th day of October, 2019, in the City of Charleston, County of Charleston, State of South Carolina.

Mary Ann Ridenour, RPR, CLR
and Notary Public
My commission expires:
March 14, 2021

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EXHIBIT 23

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Charleston Excellence is our standard
CHARLESTON COUNTY SCHOOL DISTRICT

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

SOUTH CAROLINA PUBLIC SCHOOLS

CONTRACT FOR CERTIFIED ADMINISTRATOR

This agreement is entered into by and between the Board of Trustees of the Charleston County School District, hereafter referred to as the Employer, and the Employee, as indicated below:

EMPLOYEE: Andrew Halevi

WITNESSETH:

The Employee possesses credentials and qualifications as set forth in the appropriate district job description for the named position or otherwise made part of this contract. Failure to maintain such prerequisite qualifications during the contractual period shall automatically terminate this contract. Subject to any conditions set forth in the Special Conditions section below, the Employee agrees to discharge faithfully all the duties required of said position for the 2015-2016 fiscal year by the Charleston County School District job description and/or additional, reasonable and related duties assigned by his/her immediate supervisor. It is further agreed that such employment is subject to S. C. State Laws; to the administrative rules and regulations, which have the effect of law; and to the conditions contained in the policies and procedures of the Charleston County School District.

In consideration of this agreement, salary shall be paid in accordance with the approved administrative salary schedule of the Charleston County School District.

This contract is void unless the Employee signs and returns this contract, which must be received by the Superintendent, Associate Superintendent or Division Head issuing the contract on or before July 13, 2015.

POSITION: Associate Principal
FTE: 1
GROUP/DAYS: Cert Admin/240D
LOCATION: 0359 /Septima P. Clark Academy

SPECIAL CONDITIONS: In the event the District has a loss or reduction in any amount of anticipated or appropriated state, federal or local funding, the District retains the right to adjust the number of days in the contract. Since this position depends on the availability of funding, in the event the District has a loss or reduction in any amount of anticipated or appropriated state, federal or local funding the Employee agrees to abide by the provisions of Board Policy GCQB, Reduction-In-Force. In the event District has a loss or reduction in any amount of anticipated or appropriated state, federal or local funding the District may, at its discretion, reduce hours, or working days, by furlough or other means, or otherwise adjust the terms of employment as necessary, and as permitted by law.

Andrew Halevi — 7-7-15
Signature of Employee — Date

The foregoing contract is approved and the terms therein contained, including any conditions or contingencies as hereafter set forth, are accepted.

Michael Bobby — 06/30/15
Acting Superintendent (for the) Board of Trustees of Charleston County School District — Date

FOR HR USE ONLY 157150

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SCHOOL DISTRICT

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

SOUTH CAROLINA PUBLIC SCHOOLS

CONTRACT FOR CERTIFIED ADMINISTRATOR

This agreement is entered into by and between the Board of Trustees of the Charleston County School District, hereafter referred to as the Employer, and the Employee, as indicated below:

EMPLOYEE: Andrew Halevi

WITNESSETH:

The Employee possesses credentials and qualifications as set forth in the appropriate district job description for the named position or otherwise made part of this contract. Failure to maintain such prerequisite qualifications during the contractual period shall automatically terminate this contract. Subject to any conditions set forth in the Special Conditions section below, the Employee agrees to discharge faithfully all the duties required of said position for the 2014-2015 fiscal year by the Charleston County School District job description and/or additional, reasonable and related duties assigned by his/her immediate supervisor. It is further agreed that such employment is subject to S. C. State Laws; to the administrative rules and regulations, which have the effect of law; and to the conditions contained in the policies and procedures of the Charleston County School District.

In consideration of this agreement, salary shall be paid in accordance with the approved administrative salary schedule of the Charleston County School District.

This contract is void unless the Employee signs and returns this contract, which must be received by the Superintendent, Associate Superintendent or Division Head issuing the contract on or before June 23, 2014.

POSITION: Assistant Principal
FTE: 1
GROUP/DAYS: Cert Ad/240D
LOCATION: 0359 /Septima P. Clark Academy
DIVISION/LEARNING COMMUNITY: Secondary Learning Community

SPECIAL CONDITIONS: In the event the District has a loss or reduction in any amount of anticipated or appropriated state, federal or local funding, the District retains the right to adjust the number of days in the contract. Since this position depends on the availability of funding, in the event the District has a loss or reduction in any amount of anticipated or appropriated state, federal or local funding the Employee agrees to abide by the provisions of Board Policy GCQB, Reduction-In-Force. In the event District has a loss or reduction in any amount of anticipated or appropriated state, federal or local funding the District may, at its discretion, reduce hours, or working days, by furlough or other means, or otherwise adjust the terms of employment as necessary, and as permitted by law.

Andrew Halevi — 6-12-14
Signature of Employee — Date

The foregoing contract is approved and the terms therein contained, including any conditions or contingencies as hereafter set forth, are accepted.

07-10-14
County Superintendent (for the) Board of Trustees of Charleston County School District — Date

FOR HR USE ONLY 157150

SCHOOL DISTRICT

COURTENAY MELVIN <courtenay_melvin@charleston.k12.sc.us>

Fwd: Program Managers Salary Adjustment

1 message

KAMIKA SMITH <kamika_smith@charleston.k12.sc.us> Mon, Jun 22, 2015 at 3:28 PM
To: COURTENAY MELVIN <courtenay_melvin@charleston.k12.sc.us>

---------- Forwarded message ----------
From: Bill Briggman <bill_briggman@charleston.k12.sc.us>
Date: Tue, Aug 5, 2014 at 1:51 PM
Subject: Program Managers Salary Adjustment
To: KELLIE MEYER <kellie_meyer@charleston.k12.sc.us>, KRISHINDA JENKINS <krishinda_jenkins@charleston.k12.sc.us>, TERRI SHANNON <terri_shannon@charleston.k12.sc.us>, ROBERT BOWERS <robert_bowers@charleston.k12.sc.us>, SUSAN HURLEY <susan_hurley@charleston.k12.sc.us>, KAMIKA SMITH <kamika_smith@charleston.k12.sc.us>

Good afternoon.

The following program managers for several years have been paid at different levels:
1) Clark - Andrew Halevi, paid as a an Assistant Principal
2) Liberty Hill - Sarah Jamme, paid as a Team Associate IV
3) Daniel Jenkins - Jennifer Coker, paid as a Principal
4) Sarah Earle - Low Country Tech, paid as an Assistant Principal

To maintain internal equity within our new salary structure, Dr. McGinley has agreed with the recommendation to place each of the program managers at the Associate Principal level as it relates to compensation. Associate Principals are paid as an Assistant Principal with a $5000.00 annual supplement.

I will call each employee to explain the change in their positions. In addition, a new letter will be sent to each in Munis Employee Self Service.

Please let me know ASAP if there are any concerns.

Thank you
Bill

--
William Briggman
Executive Director
Human Resources Department
75 Calhoun Street
Charleston, SC 29401
843-937-6390 (p)
843-937-6365 (f)
www.ccsdschools.com

--
Kamika L. Smith, M.A.
Project Specialist

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ELECTRONICALLY FILED - 2020 Jun 05 11:24 AM - CHARLESTON - COMMON PLEAS - CASE#2018CP1000123

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Andrew HaLevi, Ph.D., Plaintiff, v. Charleston County School District, Defendant.	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT C/A No.: 2018-CP-10-00123 **DEFENDANT'S REPLY TO PLAINTIFF'S RESPONSE TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

NOW COMES Defendant Charleston County School District ("CCSD"), by and through counsel, and files this reply to Plaintiff's Response to Defendant's Motion for Summary Judgment pursuant to Rule 56, SCRCP, concerning all claims brought against them by the Plaintiff Andrew HaLevi ("Plaintiff" or "HaLevi").

For the reasons stated herein, and in its previous motion, CCSD respectfully requests that the Court GRANT its Motion for Summary Judgment, DISMISS all claims brought against it by Plaintiff with PREJUDICE, and GRANT any other such relief as the Court deems just and proper.

CCSD'S REPLY

I. PLAINTIFF ADMITTED ON NO FEWER THAN SIX (6) DIFFERENT OCCASIONS UNDER OATH THAT HE WAS THE "PRINCIPAL" OF CLARK ACADEMY. HE CANNOT CREATE A GENUINE ISSUE OF MATERIAL FACT BY CONTRADICTING HIS OWN SWORN TESTIMONY.

In his response, Plaintiff now claims that he was not the "principal" of Clark Academy. This is indeed curious in light of his sworn testimony, set forth as follows:

> Q. (Matthews): Okay. And did you go to Israel, then, intending to take that position?
>
> A. (HaLevi): Hopeful to take the position. Having been a principal in the past, I understood the – the fraught nature of trying to hire without a person actually, forget about being local, but not even being in the country.

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(HaLevi Deposition, p. 22, lines 19-25) (emphasis added).

Q. Okay. Okay. And then you became the program director at Clark?

A. Correct.

Q. Now, it says -- it says, "Program director (principal)." **Were you the principal of the – the head administrator at the academy?**

A. **Yes**. The distinction is that because the school, Clark Academy, does not have the status at the state level of a school, it doesn't have a specific code, that you -- they were not able to call me a principal so they called you a program director, but it's – **it's the exact same responsibilities of being a principal**.

(HaLevi Deposition, p. 51, lines 3-15) (emphasis added).

A. This, on April 22nd, what Dr. Postlewait what I consider cherry picks in order to -- in order to keep her argument, simply was not meant to be some sort of comprehensive understanding of the situation. In fact, I never had any opportunity to -- to give -- to give a statement after April 22nd, which -- which makes no sense to me that **if they're going to remove me as a program director, essentially a principal of a school**, to remove somebody without actually having spoken with them

(HaLevi Deposition, p. 63, lines 14-23) (emphasis added).

A. They all -- the process seemed to entail was my repeating over and over again that the --that the facts that were used in order to justify removal are simply incorrect and that -- and that's it quite easy to -- to correct those facts. And -- and they kept saying, "We're not going to even look at the facts. We're only going to ask whether the process was -- was followed." **And then I took issue with the process, which is that you removed a principal without speaking to him**. And -- and they said, well, that seems to be okay, too, was the gist of each response.

(HaLevi Deposition, p. 69, line 25; p. 70, lines 1-11) (emphasis added).

A. Well, I informally surveyed my administrative friends, **and remember, I was a principal and an administrator for nine years in the district**, and I simply asked them if you're the principal and you are -- and you are hiring a teacher or an assistant principal, given the newspaper coverage and the way the district handled the situation, would you hire me? And each person said, "Andrew, I know you. There's no question that I would hire you. There's also no question that my boss would never allow me to hire you. So if it were up to me, I would hire you."

(HaLevi Deposition, p. 145, lines 14-25) (emphasis added).

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A. Yes. Approximately a week before this incident, I was -- **I was at a monthly principals meeting and I was sitting with 90-plus other principals** in a building. I was sitting sort of towards the back while Dr. Postlewait was speaking in the morning. And so after the morning session was over, after lunch, we broke into what we call learning community meetings. So basically all the elementary school principals went for a meeting, all the middle school principals went to a meeting, and all the secondary principals went into a meeting.

(HaLevi Deposition, p. 196, lines 4-14) (emphasis added).

As this voluminous record of Plaintiff's own sworn testimony establishes, both CCSD and Plaintiff considered him to be the "principal" of Clark Academy. Our courts consider Plaintiff's eleventh-hour attempt to contradict his own sworn testimony as a "sham" attempt to create an issue of material fact, and it must be disregarded by the Court. *Cothran v. Brown*, 357 S.C. 210, 218, 592 S.E.2d 629, 633 (2004).

II. PLAINTIFF HAS FAILED TO ESTABLISH A CLAIM FOR "DEFAMATION BY *INNUENDO*."

Plaintiff has falsely claimed that CCSD stated in its brief that "conduct cannot be defamatory." (Plaintiff's Response, p. 9). In fact, CCSD actually directed the Court's attention to the legal standard required to establish a defamation claim based on conduct alone, under which an "insinuation is as actionable as a positive assertion if it is false and malicious and the meaning is plain." *Fountain v. First Reliance Bank*, 398 S.C. 434, 441-42, 730 S.E.2d 305, 309 (2012) (emphasis added).

Also, it is thoroughly unremarkable that the "cases cited by Defendant all acknowledge cause of action for defamation by *innuendo* exists..." (Plaintiff's Response, pp. 9-10). CCSD cited these cases to demonstrate that Plaintiff's claim even pales in comparison to other "defamation by *innuendo*" claims that have been dismissed, and where employees were actually fired.

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III. PLAINTIFF CONFUSES "COMMON LAW MALICE" WITH "ACTUAL MALICE," AND IN ANY EVENT FAILS TO SUPPORT HER DEFAMATION CLAIM UNDER THE SOUTH CAROLINA TORT CLAIMS ACT.

Because Plaintiff is a "public official," in order to state a claim for defamation, South Carolina law requires that he show that the person making the defamatory statement was acting with "actual malice." *Gause v. Doe*, 317 S.C. 39, 42, 451 S.E.2d 408, 409 (S.C. App. 1994). This requirement exists whether or not the alleged defamation is "actionable *per se*," where "common law malice" is presumed.[1]

For that reason, Plaintiff's assertion that he "does not have to prove 'actual' malice because it is presumed" is simply and utterly wrong.

Because Plaintiff must show that the person making an alleged defamatory statement or action was acting with "actual malice," CCSD is not a proper party regarding Plaintiff's defamation claim. It is absolutely clear – and Plaintiff does not appear to dispute – that a public official must show that a defendant acted with "actual malice" in order to state a defamation claim. *Scott v. McClain*, 272 S.C. 198, 201, 250 S.E.2d 118, 120 (1978; *Botchie v. O'Dowd,* 315 S.C. 126, 432 S.E.2d 458 (1993) (plaintiff was a "public official" for the purposes of his defamation action against his employer, and was therefore required to prove "actual malice"). It is also undisputed that a governmental entity is not liable under the South Carolina Tort Claims Act ("SCTCA") for a loss that results from "employee conduct outside the scope of his official

[1] "Common law malice is a concept that is distinct from actual malice." *McGlothlin v. Hennelly*, 2020 WL 1876275, at *11 (D.S.C. Apr. 15, 2020). "Common law malice" means the defendant acted with ill will toward the plaintiff, or acted recklessly or wantonly, *i.e.,* with conscious indifference of the plaintiff's rights. "Actual malice" means the defendant published the statement with knowledge it was false or with reckless disregard of whether it was false or not. *Erickson v. Jones St. Publishers, LLC,* 368 S.C. 444, 466-67, 629 S.E.2d 653, 665 (2006); *Seaton v. City of N. Charleston*, 2012 WL 6186158, at *2 (D.S.C. Dec. 12, 2012).

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duties or which constitutes actual fraud, *actual malice,* intent to harm, or a crime involving moral turpitude." *Gause*, 317 S.C. at 41, 451 S.E.2d at 409; S.C. Code Ann. § 15-78-60(17).

For this reason alone, Plaintiff's claim for defamation against CCSD must be dismissed.

IV. STATEMENTS MADE BY ONE CCSD BOARD MEMBER ARE NOT "ATTRIBUTABLE" TO THE ENTIRE CCSD BOARD AS A MATTER OF LAW.

Without any supporting citations to authority of any kind, Plaintiff boldly and baselessly asserts that the "public rightly assumes that statements by a Board member [Chris Collins], whether authorized or not, reflect the Board's sentiments – in this case, that Plaintiff was unfit for his job position." (Plaintiff's Response, p. 10).

Plaintiffs' assertion requires the Court to ignore Collins's own sworn testimony.

- Collins confirmed that, in making his comments, he was not speaking for the Board of Trustees or CCSD, and that his comments "absolutely" did "not reflect the opinions of the school district or its board." (***Deposition of Chris Collins, hereinafter the "Collins Deposition," p. 44, lines 17-25; p. 45, lines 1-3***).

- Collins never claimed to be speaking on behalf of CCSD, and actually admitted that he had not even spoken to other Board Members about firing Plaintiff. (***Collins Deposition, p. 23, lines 16-18***).

- Collins intended for his statements to be very critical of CCSD, in that he believed that CCSD's African-American employees were treated more harshly than white CCSD employees, and that he believed Plaintiff would not be fired because he is white. (***Collins Deposition, p. 20, lines 7-25; p. 21, lines 1-15***).

- Collins testified that he believed that "certain board members...didn't want African-Americans to be in a high position" and specifically accused Board Members Coats and Ducker of harboring these racist sentiments. (***Collins Deposition, p. 26, lines 15-18***).

In light of this record of sworn and uncontradicted testimony, Plaintiff's assertion that Collins's statements "reflect the Board's sentiments" is particularly groundless.

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V. PLAINTIFF HAS FAILED ENTIRELY TO SHOW THAT HE HAS BEEN DENIED "DUE PROCESS" RELATED TO A "PROPERTY INTEREST."

In his response, Plaintiff ignores entirely the consequences of S.C. Code Ann. § 59-24-15 and our Supreme Court's interpretation of that statute in *Henry-Davenport v. School District of Fairfield Co.*, 391 S.C. 85, 89, 705 S.E.2d 26, 28 (2011), which forecloses any ground for Plaintiff to base a "due process" claim.

Even his references to S.C. Code Ann. § 59-25-470 are irrelevant. This statute applies only to cases of suspension or dismissal, neither of which occurred in this matter.

Cryptically, Plaintiff makes references to a line of cases involving a "person's good name, reputation, honor, or integrity." Such cases have nothing to do with a "property interest." Rather, they concern a more limited "liberty interest," and for the reasons set forth in *Foreman v. Griffith*, 81 Fed. App'x 432, 439 (4th Cir. 2003), they have no bearing on this case:

> Foreman challenges the district court's dismissal of his liberty interest claim alleging that Pishko and the City deprived him of his liberty interest in his professional reputation and future employment opportunities in violation of the Due Process Clause of the Fourteenth Amendment. According to Foreman, the violation occurred when Pishko and the City failed to give him a name-clearing hearing prior to making the Report public and demoting him for reasons contained in the Report. **Foreman's liberty interest claim is foreclosed by our decision in *Johnson v. Morris*, 903 F.2d 996, 999 (4th Cir.1 990). Accordingly, we affirm the district court's dismissal of this claim**.
>
> In *Johnson,* the plaintiff, a public employee who had been demoted and transferred for alleged misconduct on the job, alleged that his employer's public announcement of the reasons for his demotion without notice and an opportunity to be heard prior to the demotion deprived him of his liberty interests in his reputation and future career opportunities in violation of the Due Process Clause. *Id.* at 998. Following a bench trial, the district court entered judgment in favor of the plaintiff. *Id.*
>
> On appeal, we reversed on the ground that no protectable liberty interest was implicated by the public announcement of the reasons for the plaintiff's demotion. *Id.* at 1000. In this regard, we held that "for a liberty interest to have been implicated, some damage to [the plaintiff's] employment status must have resulted from publication of the reasons for his demotion." *Id.* at 999. **Because the plaintiff remained employed by his public employer, we concluded that he**

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> **suffered no damage to his employment status, and thus, could not be heard to complain that he had been made unemployable as the result of the publication.** *Id.* **We also concluded that any harm to the plaintiff's chances for career advancement with his public employer did not result from the publication of the reasons for his demotion, but from the reasons for the demotion itself.** *Id.* at 999–1000.
>
> In the present case, like the plaintiff in *Johnson,* Foreman remained employed by his public employer after the public announcement of the reasons for his demotion. Accordingly, he suffered no damage to his employment status and cannot be heard to complain that he has been made unemployable. Furthermore, any harm that came to Foreman's chances for career advancement with the City Attorney's Office did not result from the publication of the actual reasons for his demotion, but from the actual reasons themselves. In short, even accepting all of the facts in Foreman's complaint as true, Foreman cannot establish that he has been deprived of a liberty interest protected by the Due Process Clause, and therefore, we affirm the district court's dismissal of Foreman's liberty interest claim against Pishko and the City.

81 Fed. App'x at 439-40 (emphasis added).

In short, Plaintiff cannot maintain a "due process" claim, as the State has explicitly determined – both through the legislature and the courts – that he has no property right to the position or salary of an administrator. For this reason alone, his claim must be dismissed.

VI. PLAINTIFF FAILS TO SUPPORT HIS BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING BECAUSE HE CANNOT DEMONSTRATE ANY BREACH OF CONTRACT ON THE PART OF CCSD.

Plaintiff has failed to address the issue fatal to his claim for the "Breach of the Covenant of Good Faith and Fair Dealing," which is that there is no breach of an implied covenant of good faith where a party has done what provisions of the contract expressly gave it the right to do. *Adams v. G.J. Creel & Sons, Inc.*, 320 S.C. 274, 277, 465 S.E.2d 84, 85 (1995).

In his Response, Plaintiff states in conclusory fashion that there "are disputes of material fact as to whether Defendant breached the implied duty of good faith and fair dealing in Plaintiff's administrator's contract when it removed and replaced him so suddenly, failed to make any statement on his behalf, performed an inadequate investigation, failed to reassign him, and denied

him a hearing before the Board." (Response, pp. 13-14).

Plaintiff had no contractual right to any of these alleged "actions." As stated in CCSD's Motion for Summary Judgment, Plaintiff is attempting to conjure a claim for breach of the implied covenant of good faith and fair dealing without producing evidence of a breach of contract. *Adams*, 320 S.C. at 277, 465 S.E.2d at 85.

For these reasons, Plaintiff's claim for breach of the implied covenant of good faith and fair dealing must be dismissed with prejudice.

VII. PLAINTIFF'S PROPOSED LIST OF "DISPUTED ISSUES OF FACT" ARE IMMATERIAL TO HIS CLAIMS, WHICH ARE BARRED AS A MATTER OF LAW.

Plaintiff has proposed a list of "disputed issues of fact." (Plaintiff's Response, pp. 7-8). Even presuming that these actually represent true issues of material fact, regardless of how they might be resolved, they cannot support any of Plaintiff's claims, which are barred as a matter of law as set forth in CCSD's Motion for Summary Judgment and in this Reply.

CONCLUSION

For the reasons stated above, CCSD respectfully requests that this Court GRANT its Motion for Summary Judgment, DISMISS the action with prejudice, and GRANT any other such relief as the Court deems just and proper.

Signature page to follow

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Dated this the 5th day of June, 2020.

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ANDREW HALEVI
DEPOSITION EXCERPTS

Q. Okay. How long did you do that?
A. One year.
Q. Okay. Okay. And then you became the program director at Clark?
A. Correct.
Q. Now, it says -- it says, "Program director (principal)." Were you the principal of the -- the head administrator at the academy?
A. Yes. The distinction is that because the school, Clark Academy, does not have the status at the state level of a school, it doesn't have a specific code, that you -- they were not able to call me a principal so they called you a program director, but it's -- it's the exact same responsibilities of being a principal.
Q. Okay. And you were there for about eight years?
A. Yes.
Q. Okay. Now, it says here in May of 2016 you were originally disciplined for three issues "but the superintendent's final report of his grievance sets aside two of three issues used to justify his removal as program director." I'm going to show you a document. This is a letter from Michele English-Watson to you -- let's mark this as 2 --
(Defendant's Exhibit Number 2 was marked for identification

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unprofessional. For example, on April 22nd, that report, that paragraph that I wrote, was a quick and initial report that I wrote to -- to Jennifer Coker immediately after the incident happened. That, on April 22nd, was never meant to be a comprehensive understanding of the situation. There's a whole bunch of information that's simply not in there. I -- the purpose of that, of writing that up on April 22nd, was simply to give her background information so that when she came in on April 25th, which she agreed to do to meet with the parent and myself, that she would have the information necessary to -- to be able to sit in that meeting.

This, on April 22nd, what Dr. Postlewait what I consider cherry picks in order to -- in order to keep her argument, simply was not meant to be some sort of comprehensive understanding of the situation. In fact, I never had any opportunity to -- to give -- to give a statement after April 22nd, which -- which makes no sense to me that if they're going to remove me as a program director, essentially a principal of a school, to remove somebody without actually having spoken with them.

Q. Okay. Well, the -- let's talk for a minute about the grievance process itself. I imagine that you

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Q. Sir, the document I've just handed you is marked as Number 7, Exhibit 7, it's dated December 12, 2016. It appears to be Ms. Coker's response to your grievance and it identifies Ms. English-Watson as the next level in the grievance process?

A. (Witness reviews document). Yes, I'm in possession of that letter.

Q. Okay. So although it's obvious you're displeased with the outcome of the grievance process, I think we can both agree that you received four levels of review through Dr. Postlewait as examined by or as shown by Exhibits 4, 5, 6 and 7?

A. Well, I -- I would simply take issue with the word "review." I don't believe that there was a meaningful review of the material. I believe that repeatedly they, when I asked for them to -- to simply look at the facts of the matter, they -- at each level, they said that they would not do that. They kept saying that according to such and such a policy, you did this. And when I pointed out in the grievance process that, in fact, I didn't do that, so you're making a decision based upon something that's factually incorrect, they refused to -- to -- to investigate that.

They all -- the process seemed to entail

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know, I lost my position based upon the district's negligence or bullying or whatever, therefore, reinstatement makes a lot of sense to me. But the district, short of some sort of clear statement that I didn't do anything right (sic), I feel like I'm in the same position as I was teaching which is the reason why I left, which is I feel utterly compromised based upon the district's actions.

Q. Okay. Prior to going to Israel, did you try to seek employment in other school districts in South Carolina?

A. No.

Q. Why not?

A. Well, I informally surveyed my administrative friends, and remember, I was a principal and an administrator for nine years in the district, and I simply asked them if you're the principal and you are -- and you are hiring a teacher or an assistant principal, given the newspaper coverage and the way the district handled the situation, would you hire me? And each person said, "Andrew, I know you. There's no question that I would hire you. There's also no question that my boss would never allow me to hire you. So if it were up to me, I would hire you."

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Q. Prior to this incident, had you ever had a conversation with Dr. Postlewait that you had found disturbing?

A. Yes. Approximately a week before this incident, I was -- I was at a monthly principals meeting and I was sitting with 90-plus other principals in a building. I was sitting sort of towards the back while Dr. Postlewait was speaking in the morning. And so after the morning session was over, after lunch, we broke into what we call learning community meetings. So basically all the elementary school principals went for a meeting, all the middle school principals went to a meeting, and all the secondary principals went into a meeting.

And I was sitting in a meeting, everything was normal, and suddenly Dr. Postlewait enters the room but doesn't come sit down, she gets my attention, just made eye contact with me and said, "Can I speak with you?" And she came out and she brought me outside and she said, "Andrew, I noticed during the morning when I was speaking, you seemed very uncomfortable." And I said, "I'm sorry that you -- I'm sorry that I may have appeared that way, I wasn't uncomfortable at all. Why, you know, why do you feel that way?" And she said, "Well, you

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CHRIS COLLINS
DEPOSITION EXCERPTS

Blakeney put in The Chronicle after you had talked to him. Do you recall talking to Barney Blakeney?

A. He is -- he used to call me sometimes.

Q. Okay. Does he work -- is he a reporter for The Chronicle?

A. He was then; I don't know about now. He was.

Q. Okay. And according to this article, it says, A Charleston County School administrator should be fired, but most likely won't be, said county school board member, Reverend Chris Collins.

Do you recall telling Barney Blakeney that?

A. I probably did.

Q. Okay. Why -- why do you -- did you say that he probably won't be fired?

MR. MATTHEWS: Object to the form. Please answer.

BY MS. BLOODGOOD:

A. If I made that -- if that's what I -- if that's what I said, I was thinking in the context that sometimes when people have infractions or make mistakes at work, sometimes African-Americans are fired harshly and Caucasians aren't.

Q. So you thought --

A. Might have been thinking in that regard.

Q. So you knew he was -- that Dr. HaLevi was

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Caucasian?

A. I assumed he was.

Q. Okay. And you thought he probably wouldn't be fired because he was Caucasian?

A. Yes.

Q. Then, down at the very end, sort of on the second-to-the-last paragraph, you're quoted. And it says, quote, HaLevi should have known whether the child was wearing a dress though he said he never went to the back of the bus where she was sitting. But that's irrelevant. He should not have demanded she take off the pants while on the bus. You don't embarrass a child or cause her to be exposed in front of the other students. That's unacceptable. I think he just got mad and demanded the pants back. That's end quote.

Do you recall saying that to Barney Blakeney?

A. I don't recall exactly. I had -- I had issues with Barney and I stopped talking to Barney because what he had -- I learned he had a habit of taking stories from one side what people said, but then the other side he didn't -- he wouldn't record. So I stopped talking to Barney about three years ago. I told him no more interviews. I mean, I could have said it, but I found him not to be truthful always, so I

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BY MS. BLOODGOOD:

A. It's a little out of context, the statement, because it never came before the board.

Q. I thought you said Dr. Postlewait addressed the board?

A. Yeah, but he didn't -- the appeal never -- no appeal never came to the board, as far as I know.

Q. Okay. I'm going to ask you questions about his grievance in a minute.

A. All right.

Q. At this point, this is only two weeks -- about two weeks after the incident on May 4, 2016. At that point, you told Barney Blakeney -- he quoted you as saying, I think he should be fired, but I don't think there's board support to do that.

So I'm just curious, had you talked to any board members about firing Dr. HaLevi?

A. No.

Q. Okay. So why would you not think that there was board support to fire him?

A. I think -- give me a moment to think back.

Q. Sure.

A. Thinking who was on the board three years ago. I'm really not -- I'm really not thinking -- registering anything that there's not much board

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Q. -- employees who are getting terminated?
A. Yes. Well, you also -- yeah. I think -- I think some wanted maybe Lou Martin, maybe.
Q. He's white?
A. He's not African-American.
Q. Right.
A. Dr. -- can't think of her name, but she was -- Van -- Van Brennan, I think.
Q. Was -- was there a certain group of board members who wanted to terminate the African-American principals and administrators?
MR. MATTHEWS: Object to the form. Please answer.
BY MS. BLOODGOOD:
A. There were certain board members who didn't want African-Americans to be in a high position.
Q. Okay. Who were they?
A. Ms. Coats, Tom Ducker. Those are the main two. We had one board member say, when Dr. Herring was applying for superintendent, we needed one, that she was a great superintendent, but she could never be one here. So that made me think.
Q. Was that a board member who said that?
A. Yes.
Q. Who said that?

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it be common for Dr. HaLevi, if he had a different opinion about it, to give voice to it?

A. I don't understand what you're asking me.

Q. Presume for a moment that Dr. HaLevi actually did object to the outcome of the investigation. The fact that he would grieve, does that concern you or surprise you?

A. That he agrees with the outcome?

Q. No, that he grieved, that he disagreed with the outcome?

A. The district -- the school district's investigation?

Q. Yes.

A. Does that --

Q. Does that surprise you at all?

A. No.

Q. Okay. Now, in terms of the -- of your testimony today, is it fair to say that you do not speak for the board?

A. Absolutely.

Q. Okay. Is it fair to say that your opinions are personal to yourself?

A. Speaking as -- speaking as an individual board member only.

Q. Speaking as an individual board member only.

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So your comments today do not reflect the opinions of the school district or its board?

A. Absolutely.

Q. Okay. Nothing further.

MS. BLOODGOOD: I have one follow-up.

REDIRECT EXAMINATION BY MS. BLOODGOOD:

Q. As an individual board member, I understand you don't speak for the board, but you've been a board member for 11 years.

A. Yes.

Q. When a principal comes to you and tells -- I'm sorry, when the superintendent comes to the board in executive session and says, We have a principal and there's been an incident, and I want you to know about it, it's got to be -- you're going to assume it's a pretty serious matter?

A. Absolutely.

Q. But when Dr. Postlewait came to you to talk about Dr. HaLevi, she didn't mention that he had been a principal at Burke High School, did she?

A. I don't remember.

Q. She didn't -- do you recall her telling you that he had been a finalist for educator of the state, at one point?

A. No.

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Andrew HaLevi, Ph.D., Plaintiff, v. Charleston County School District, Defendant.	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT C/A No.: 2018-CP-10-00123 **DEFENDANT'S MOTION TO ALTER OR AMEND JUDGMENT**

NOW COMES Defendant Charleston County School District ("CCSD"), by and through counsel, and moves this Honorable Court, pursuant to Rule 59(e), South Carolina Rules of Civil Procedure, to alter or amend its Order entered on June 24, 2020 denying the Defendant's Motion for Summary Judgment.

A motion under Rule 59(e), SCRCP, is essentially viewed as "motion for reconsideration" despite the absence of those words from the rule. Consequently, a party usually is allowed to ask the court to reconsider its decision even if it means rehashing all or part of an argument previously presented. *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 21, 602 S.E.2d 772, 778-79 (2004).

As set forth below, and in their Motion for Summary Judgment, the Defendant respectfully requests that this Court DISMISS WITH PREJUDICE claims of Plaintiff Andrew HaLevi ("Plaintiff" or "HaLevi"), and grant the Defendant any other such relief as the Court deems just and proper.

In support of this motion, CCSD relies on its Motion for Summary Judgment, its reply to Plaintiff's Response, and the arguments articulated below.

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I. PLAINTIFF'S CLAIM FOR DEFAMATION.

Plaintiff's claim for defamation must be dismissed as a matter of law for the following reasons. With regard to the statements made by Chris Collins:

- Plaintiff was a "public official"[1] and therefore required to show that the person making a defamatory claim was acting with "actual malice." *Gause v. Doe*, 317 S.C. 39, 42, 451 S.E.2d 408, 409 (S.C. App. 1994). For this reason, under the South Carolina Tort Claims Act ("SCTCA"), the defamation claim against CCSD is barred and must be dismissed. S.C. Code Ann. § 15-78-60(17).

- Because Board member Collins admitted that he was not acting as an agent of CCSD, or a spokesman for CCSD or its Board, concerning this matter, the defamation claim must eb dismissed. The SCTCA expressly states that "employee conduct outside the scope of his official duties or which constitutes actual fraud, actual malice, intent to harm, or a crime involving moral turpitude" is an exception to South Carolina's waiver of immunity. S.C. Code Ann. § 15-78-60(17). *Benekritis v. Johnson*, 882 F. Supp. 521, 528 (D.S.C. 1995) (suit barred under SCTCA where after-school pickup basketball game conducted in gymnasium one mile from the school was not "official business" of school district and its employee participants were not performing "official duties"); *Farr v. Lott*, 2019 WL 2051300, at *1 (S.C. App. May 8, 2019) (lawsuit barred against governmental entity under SCTCA where public employee was not acting in the scope of his employment).

- Plaintiff's claim that he was defamed because CCSD "failed to speak up" on his behalf simply does not exist. *See Neloms v. Charleston Cty. Sch. Dist.*, 2019 WL 6092279, at *14 (D.S.C. June 19, 2019), *report and recommendation adopted,* 2019 WL 4409459 (D.S.C. Sept. 16, 2019) ("An employer's refusal to issue a public statement at its employee's behest, however, generally does not give rise to a standard defamation claim.").

With regard to Plaintiff's claim for defamation by *innuendo*:

- The legal standard required to establish a defamation claim based on conduct alone, under which an "insinuation is as actionable as a positive assertion if it is false and malicious and the meaning is plain." *Fountain v. First Reliance Bank*, 398 S.C. 434, 441-42, 730 S.E.2d 305, 309 (2012) (emphasis added).

- The case law cited by CCSD establishes, as a matter of law, that Plaintiff's claim even pales in comparison to other "defamation by *innuendo*" claims that have been dismissed,

[1] While South Carolina appellate courts have not yet ruled that a high school principal is a "public official" for the purposes of defamation claims, the preponderance of courts that have considered the matter have found that principals are public officials for these purposes. (See CCSD's Motion for Summary Judgment, pp. 10-12). Whether Plaintiff is a "public official" for purposes of defamation is a question of law for the Court.

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and where employees were actually fired. (See CCSD's Motion for Summary Judgment, pp. 15-16).

For these reasons, as a matter of law, Plaintiff's claim for defamation claim must be dismissed.

II. PLAINTIFF'S CLAIM FOR VIOLATING DUE PROCESS UNDER COLOR OF THE STATE CONSTITUTION AND STATE LAW.

Plaintiff's claim for deprivation of his "due process" claim for his alleged "property interest" in continued employment, must be dismissed as a matter of law. (Plaintiff's Complaint, ¶ 89). CCSD has never deprived Plaintiff of continued employment or other legally-recognized property interest. Furthermore, as set forth in South Carolina law, Plaintiff cannot grieve "position or salary" as an administrator under the Teacher Employment and Dismissal Act. *Henry-Davenport v. School District of Fairfield Co.*, 391 S.C. 85, 89, 705 S.E.2d 26, 28 (2011) (legislature, in enacting S.C. Code Ann. § 59-24-15, overruled *Johnson v. Spartanburg County School Dist. No. 7,* 314 S.C. 340, 444 S.E.2d 501 (1994)).

Plaintiff' references to a line of cases involving a "person's good name, reputation, honor, or integrity" are equally unavailing as a matter of law. Such cases have nothing to do with a "property interest." Rather, they concern a more limited "liberty interest," and for the reasons set forth in *Foreman v. Griffith*, 81 Fed. App'x 432, 439 (4th Cir. 2003), they have no bearing on this case:

> Foreman challenges the district court's dismissal of his liberty interest claim alleging that Pishko and the City deprived him of his liberty interest in his professional reputation and future employment opportunities in violation of the Due Process Clause of the Fourteenth Amendment. According to Foreman, the violation occurred when Pishko and the City failed to give him a name-clearing hearing prior to making the Report public and demoting him for reasons contained in the Report. **Foreman's liberty interest claim is foreclosed by our decision in *Johnson v.***

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Morris, 903 F.2d 996, 999 (4th Cir.1 990). Accordingly, we affirm the district court's dismissal of this claim.

In *Johnson,* the plaintiff, a public employee who had been demoted and transferred for alleged misconduct on the job, alleged that his employer's public announcement of the reasons for his demotion without notice and an opportunity to be heard prior to the demotion deprived him of his liberty interests in his reputation and future career opportunities in violation of the Due Process Clause. *Id.* at 998. Following a bench trial, the district court entered judgment in favor of the plaintiff. *Id.*

On appeal, we reversed on the ground that no protectable liberty interest was implicated by the public announcement of the reasons for the plaintiff's demotion. *Id.* at 1000. In this regard, we held that "for a liberty interest to have been implicated, some damage to [the plaintiff's] employment status must have resulted from publication of the reasons for his demotion." *Id.* at 999. **Because the plaintiff remained employed by his public employer, we concluded that he suffered no damage to his employment status, and thus, could not be heard to complain that he had been made unemployable as the result of the publication. *Id.* We also concluded that any harm to the plaintiff's chances for career advancement with his public employer did not result from the publication of the reasons for his demotion, but from the reasons for the demotion itself**. *Id.* at 999–1000.

In the present case, like the plaintiff in *Johnson,* Foreman remained employed by his public employer after the public announcement of the reasons for his demotion. Accordingly, he suffered no damage to his employment status and cannot be heard to complain that he has been made unemployable. Furthermore, any harm that came to Foreman's chances for career advancement with the City Attorney's Office did not result from the publication of the actual reasons for his demotion, but from the actual reasons themselves. In short, even accepting all of the facts in Foreman's complaint as true, Foreman cannot establish that he has been deprived of a liberty interest protected by the Due Process Clause, and therefore, we affirm the district court's dismissal of Foreman's liberty interest claim against Pishko and the City.

81 Fed. App'x at 439-40 (emphasis added).

In short, Plaintiff cannot maintain a "due process" claim, as the State has explicitly determined – both through the legislature and the courts – that he has no property right to the position or salary of an administrator. For this reason alone, his claim must be dismissed.

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III. PLAINTIFF FAILS TO SUPPORT HIS BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING BECAUSE HE CANNOT DEMONSTRATE ANY BREACH OF CONTRACT ON THE PART OF CCSD.

Plaintiff has failed to address the issue fatal to his claim for the "Breach of the Covenant of Good Faith and Fair Dealing," which is that there is no breach of an implied covenant of good faith where a party has done what provisions of the contract expressly gave it the right to do. *Adams v. G.J. Creel & Sons, Inc.*, 320 S.C. 274, 277, 465 S.E.2d 84, 85 (1995).

In his Response, Plaintiff states in conclusory fashion that there "are disputes of material fact as to whether Defendant breached the implied duty of good faith and fair dealing in Plaintiff's administrator's contract when it removed and replaced him so suddenly, failed to make any statement on his behalf, performed an inadequate investigation, failed to reassign him, and denied him a hearing before the Board." (Response, pp. 13-14).

Plaintiff had no contractual right to any of these alleged "actions." As stated in CCSD's Motion for Summary Judgment, Plaintiff is attempting to conjure a claim for breach of the implied covenant of good faith and fair dealing without producing evidence of a breach of contract. *Adams*, 320 S.C. at 277, 465 S.E.2d at 85.

For these reasons, Plaintiff's claim for breach of the implied covenant of good faith and fair dealing must be dismissed with prejudice.

CONCLUSION

For the reasons stated above, CCSD respectfully requests that this Court GRANT its Motion for Summary Judgment, DISMISS the action with prejudice, and GRANT any other such relief as the Court deems just and proper.

Dated this the 6th day of July, 2020.

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ELECTRONICALLY FILED - 2020 Aug 05 9:33 AM - CHARLESTON - COMMON PLEAS - CASE#2018CP1000123

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Andrew HaLevi, Ph.D., Plaintiff, vs. Charleston County School District, Defendant.	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT Case No.: 2018-CP-10-00123 **PLAINTIFF'S RESPONSE TO DEFENDANT CHARLESTON COUNTY SCHOOL DISTRICT'S MOTION TO ALTER/AMEND**

Plaintiff files this brief Response to Defendant Charleston County School District's (CCSD's) Motion to Alter/Amend an Order denying Summary Judgment. Defendant CCSD's Motion to Alter/Amend is merely a restatement of the arguments it has already made in its Memorandum in Support of Summary Judgment. There is no reason for Plaintiff to repeat the memoranda briefs, reviewed the exhibits, and heard oral argument. Therefore, Plaintiff respectfully requests this Court deny Defendant CCSD's Motion to Alter/Amend.

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Attorneys for Plaintiff

Charleston, South Carolina

Date: August 5, 2020

93481

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED
OCT 30 2020
SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Honorable Circuit Court Judge Bentley Price

Case 2018-CP-10-00123

Andrew HaLevi, Ph.D., Appellant,

vs.

Charleston County School District, Respondent.

NOTICE OF APPEAL

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Attorneys for the Appellant

TO: THE HONORABLE JUDGES OF THE SOUTH CAROLINA COURT OF APPEALS:

The above-named Appellant hereby appeals the Order of the Honorable Bentley Price, attached hereto as Exhibit A, dated and filed with the Charleston County Clerk of Court on October 16, 2020. Appellant received written notice of the entry of this judgment on October 26, 2020.

Respectfully Submitted,

BLOODGOOD & SANDERS, LLC

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Exhibit A

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Andrew HaLevi, Ph.D., Plaintiff, v. Charleston County School District, Defendant.	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT C/A No.: 2018-CP-10-00123 **ORDER GRANTING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

RECEIVED
OCT 30 2020
SC Court of Appeals

THIS MATTER came before this Court on Wednesday, June 17, 2020 concerning the Motion for Summary Judgment filed by Defendant Charleston County School District ("CCSD"), pursuant to Rule 56, SCRCP, concerning all claims brought against them by the Plaintiff Andrew HaLevi ("Plaintiff" or "HaLevi"). This Court issued a "Form 4" order denying the motion on Thursday, June 25, 2020.

Thereafter, on Monday, July 6, 2020, CCSD filed a timely Motion to Alter or Amend the initial decision of the Court. This motion was heard before the Court on Wednesday, September 23, 2020. Attorneys for both parties submitted briefs and presented oral arguments to the Court on all claims presented in the case.

After considering all pleadings and arguments made by counsel, this Court hereby GRANTS the Defendant's Motion to Alter or Amend, GRANTS the Defendant's Motion for Summary Judgment, and DISMISSES all claims brought by Plaintiff in this matter with PREJUDICE, with each side to bear its own costs and fees.

PLAINTIFF'S CLAIMS

Plaintiff is a former principal at Clark Academy, an alternative program within CCSD for at-risk high school students. He was eventually reassigned from this position in May 2016 based

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on an incident related to his actions regarding a then-16-year old female student named Erica Hamilton. Specifically, Plaintiff boarded a school bus, demanded that the student remove and return pants she was given due to a perceived dress code violation. After retrieving the pants, Plaintiff left the student without pants and scantily-clad in front of fellow students on the bus.[1]

Plaintiff was not fired due to this incident. Rather, following a period of paid administrative leave over the summer, he accepted a reassignment to teach at Stall High School in the 2016-17 academic year without a loss of pay.

Following the 2016-17 academic year, CCSD offered to continue to employ Plaintiff as a teacher for the 2017-18 academic year. Plaintiff refused the offer, and instead decided to accept a teaching position in Israel, where he currently lives and works.

In his Complaint, Plaintiff has brought three claims:

- Plaintiff's First Cause of Action is for **Defamation**, based on (1) the "innuendo" resulting from his being placed on a paid leave following his confrontation with Erica, and subsequently being reassigned to a teaching position, (2) CCSD's alleged "repeated failure to speak up on his behalf and support his actions," and (3) comments made by School Board Member Chris Collins in response to a media inquiry from *The Chronicle*, a newspaper in the Charleston area.

- Plaintiff's Second Cause of Action is for an alleged **Violation of Due Process under State Constitution and State Law**, based on Plaintiff's allegation that CCSD's actions deprived Dr. HaLevi of a "property interest" without due process because "Dr. HaLevi's grievance was first delayed and then Dr. HaLevi was denied a hearing before the Board." During the pendency of the case, Plaintiff also asserted a claim based on an alleged "liberty interest."

- Plaintiff's Third Cause of Action is for an alleged **Breach of the Covenant of Good Faith and Fair Dealing**, based on his employment contract for the 2015-16 academic year, and CCSD's alleged "deliberate failure to

[1] Due to Plaintiff's actions, the student and her mother brought suit against Plaintiff and CCSD in *Erica Hamilton and Linda Hamilton v. Andrew HaLevi, Charleston County School District and Charleston County,* C/A No.: 2018-CP-10-01864 (the "Erica Hamilton Lawsuit"). That case is now resolved.

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> publically support Dr. HaLevi in his administrator position; its failure to properly investigate the bus incident; its failure to publicize accurate facts about the bus incident; its refusal to restore Dr. HaLevi to his administrator position; and its failure to correct the public record and restore Dr. HaLevi's reputation after the Department of Education found there was no basis for any disciplinary action against him...".

For the reasons detailed below, these claims must be dismissed with prejudice.

FACTUAL RECORD

A. Plaintiff's Confrontation with Erica Hamilton.

On April 22, 2016, Plaintiff was serving as the head official of the Clark Academy, an alternative high school with a small enrollment and very low teacher-student ratio designed to assist troubled students to graduate from high school. One of the students, Erica Hamilton, was then 16 years old and arrived at school that day in a dress that Plaintiff thought violated the school's dress code. Erica was wearing "boxer" style or "boy short" style panties under her dress. Plaintiff insisted that Erica put on pants – like hospital scrubs – in order to return to class, but throughout the morning, Erica refused to do so. After the lunch period, Erica agreed to wear the hospital scrubs and returned to class.

Following the lunch period, but unknown to Plaintiff, Erica exchanged clothes with one of her friends and was no longer wearing her dress. Instead, she was wearing the pants, an "Aeropostale" jacket, and her underwear.

Erica had not returned the pants by the end of the school day, so Plaintiff boarded Erica's bus. Plaintiff reported in his initial statement that he saw Erica in the last row of the bus, and told her he needed the pants before allowing the bus to proceed. While students on the bus were yelling, Plaintiff repeated that the bus would depart when he retrieved the pants.[2] Plaintiff did not confirm

[2] At his deposition, Plaintiff attempted to distance himself from his initial statement by arguing that he was "trying to give a broad summary – of what happened. So if I had had more time and had the ability to explain, I would have said – I would have written that I told her that I needed to

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that Erica was still wearing her blue dress shirt, but "could see that Erica had a blue top on and I assumed it was the same blue shirt dress that she came to school with and that I saw her wearing all day." The bus driver offered to bring the pants back to school on the following Monday, but Plaintiff refused the offer. After about 5 minutes, Erica took off the pants and threw them towards Plaintiff.

According to Plaintiff, after retrieving the pants, he heard Erica shouting through a bus window that "she was in her underwear." Other staff members confirmed to Plaintiff that Erica was wearing a different blue top and "sitting in her panties."

Shortly thereafter, Plaintiff returned the pants to Erica, who put them on and exited the bus. She left school after her mother arrived to pick her up.

B. <u>CCSD's Investigation of Plaintiff's Confrontation with Erica.</u>

Immediately following the confrontation on the bus, Plaintiff prepared his initial statement, and also called Jennifer Coker, CCSD's Executive Director for Alternative Programs, to report the incident. Plaintiff indicated to Coker that, due to a religious holiday, he would be unavailable until Sunday. Separately, Coker also received a call from CCSD's Director of Security, Michael Reidenbach, who told Coker that police were investigating the incident.

On Sunday evening, April 24, 2016, Coker told Plaintiff that CCSD was placing him on an administrative leave with pay during the investigation. Coker thought that it was "egregious" that Plaintiff had left a student on the bus with no pants.

---

speak with her about the pants and other issues before I can let the bus proceed." Plaintiff later admitted that he told Erica that he "needed the pants before allowing the bus to leave," but that his command was a "part of a larger context in which I asked Erica to come off the bus." There is no dispute, however, that Plaintiff demanded that Erica return the pants before the bus could leave. In fact, he admitted that "I don't think it's unreasonable for someone to say that he seemed to be focused on the pants, but that was – but that's not an accurate estimation of what I was doing on that bus."

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CCSD Employee Relations officials Will Suggs and Beverly Varnado assisted Coker with the investigation into the incident, which concluded in one week. Suggs and Varnado interviewed Plaintiff on Monday, April 25, 2016. In his interview, Plaintiff took no responsibility for the confrontation, and blamed Erica entirely, based in part on his belief that Erica should have stopped the confrontation on the bus by explaining to him why she did not want to return the pants to him. CCSD also reviewed statements by various staff members, and because Erica would not come to school to be interviewed, CCSD reviewed her statement to police.

By April 29, 2016, CCSD had finished its investigation into the incident and issued an internal report, which found as follows:

> This investigation into allegations that Andrew HaLevi acted in an aggressive, inappropriate, and unprofessional manner toward a student has not revealed any reason to believe his actions were of criminal intent. The investigation did reveal many concerns, including the following:
>
> - Dr. HaLevi does not appear to have the skills needed to manage student behavior.
> - Dr. HaLevi has not taken any responsibility for his failure to manage the incident that led to the investigation; rather, he has deflected all blame to others and has refused to see how he had multiple opportunities to make decisions that may have led to a positive outcome.
> - Dr. HaLevi has jeopardized any confidence the stakeholders of Clark Academy may have had in his ability to lead the school.

C. **Plaintiff's Paid Administrative Leave and Reassignment.**

On May 2, 2016, Coker contacted Plaintiff to tell him that he was going to be replaced at Clark Academy. On May 3, 2016, CCSD's Executive Director Michele English-Watson indicated that three issues had "collectively compromised the District's confidence in your ability to lead a school" – failing to issue contracts appropriately, failure to manage the incident of April 22, 2016 appropriately, and systemic issues related to Plaintiff's ineffective decisions.

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The letter also advised Plaintiff that "[w]ork assignments for you will be forthcoming," and that she had not yet "determined what role you may have in Charleston County School District for the 2016-2017 school year; that information will be shared with you once a decision is made."

Plaintiff sent a lengthy response to the District Superintendent on May 9, 2016, to which the Superintendent Postelwait responded by letter on May 13, 2016. Superintendent Postlewait stated that she approved the recommendation to place Plaintiff on administrative leave and to place an interim leader at Clark Academy, and that she would be involved in any decisions regarding Plaintiff's future role in the District.

While on administrative leave, on July 26, 2016, Plaintiff met with Associate Superintendent Terri Nichols and Executive Director English-Watson, and indicated at the meeting that he would be open to a teaching position. At the meeting, he accepted a position as an English teacher at Stall High School for the 2016-2017 school year without loss of pay.

D. <u>Press Reports Concerning the Incident.</u>

The incident of April 22, 2016 was reported in the news media, but was not reported to Plaintiff's satisfaction. Plaintiff wrote his own letter to the *Post and Courier*, which was published on May 4, 2016, in which he criticized the newspaper for "failing to follow basic principles of journalism when covering complex issues at Charleston area schools."

On the same day, another Charleston newspaper, *The Chronicle*, published a story by Barney Blakeney entitled "Local Principal Likely to Be Reassigned after Demanding Student Take Off Her Pants." The article reported that CCSD Board Member Chris Collins had opined that Plaintiff "should have been arrested when the incident occurred and then fired," although Collins also noted that "CCSD administrators have indicated that HaLevi won't be fired, but most likely

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will be moved to another position." Collins also opined that Plaintiff should not have demanded the pants, that "[y]ou don't embarrass a child or cause her to be exposed in front of other students," and that he thought Plaintiff should be fired, but did not think that there was board support to do it.

At his deposition, Collins confirmed that, in making these comments, he was not speaking for the Board of Trustees or CCSD, and that his comments "absolutely" did "not reflect the opinions of the school district or its board." He also never claimed to be speaking on behalf of CCSD, and actually admitted that he had not even spoken to other Board Members about firing Plaintiff.

Collins also reported that he actually intended his statements to be very critical of CCSD, in that he believed that CCSD's African-American employees were treated more harshly than white CCSD employees, and that he believed Plaintiff would not be fired because he is white. Doubling down on his criticism of CCSD, Collins testified that he believed that "certain board members...didn't want African-Americans to be in a high position" and specifically accused Board Members Coats and Ducker of harboring these racist sentiments.

E. Plaintiff's Grievances and Departure from CCSD.

After accepting his position, Plaintiff filed a grievance with CCSD on August 29, 2016, which *inter alia* alleged that he had been denied "due process rights" and demanded that CCSD's Board of Trustees hear his case in executive session. The Chair of the Board of Trustees, Cindy Coats, responded by letter on October 18, 2016, and directed Plaintiff to follow the proper grievance process described in Policy GBK. After Plaintiff requested and received guidance from

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CCSD's General Counsel as to the grievance process, Plaintiff's grievance went through the following steps:

- Plaintiff submitted his grievance to Jennifer Coker on or about November 7, 2016. Plaintiff met to discuss his grievance with Coker on November 28, 2016, and received a five-page written response from Coker dated December 12, 2016. Coker addressed each of Plaintiff's issues except his complaint about the comments of Board of Trustee member Chris Collins.

- Plaintiff appealed Coker's decision to the next-level supervisor, Executive Director Michele English-Watson, which was heard on January 11, 2017. English-Watson issued a written response on January 26, 2017, in which she upheld Coker's decision.

- Plaintiff appealed English-Watson's decision to the next appropriate official, Interim Chief Academic Officer Valerie Evans Harrison, which was heard on February 15, 2017. Following her review, Harrison issued a written response on March 2, 2017 upholding CCSD's decision to transfer Plaintiff from Clark Academy.

- Plaintiff appealed Harrison's decision to Superintendent Postlewait, who held the grievance conference on April 20, 2017. Following her review of the case, Superintendent Postlewait found that "the heart of the matter is whether you exercised good judgment in the handling of the April 22, 2016, incident" and that she did not believe Plaintiff exercised such good judgment. She also pointed to perceived inconsistencies in his representations to the District, and noted that Plaintiff had received significant due process. She also noted that she based her decision on Plaintiffs' handling of the incident of April 22, 2016, and not on the other issues referenced in English-Watson's letter of May 3, 2016.

- Plaintiff appealed Superintendent Postlewait's decision to CCSD's Board of Trustees, which was placed on the Board's agenda for the Board's meeting on June 26, 2017. According to Board meeting minutes, following executive session, the Board voted to uphold Superintendent Postlewait's decision by a vote of 9-0. The Board Chair notified Plaintiff of its decision by letter dated June 29, 2017.

Following the 2016-17 academic year, Plaintiff turned down the teacher contract that CCSD offered him for the 2017-18 academic year. Shortly thereafter, he left for Israel and began teaching in the fall of 2017 at the Jerusalem School for the Arts. This lawsuit followed.

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LEGAL STANDARD

Under Rule 56, SCRCP, summary judgment is appropriate when a properly supported motion sets forth facts that remain undisputed or are contested in a deficient manner. *David v. McLeod Reg'l Med. Ctr.*, 367 S.C. 242, 250, 626 S.E.2d 1, 5 (2006). Summary judgment is appropriate when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." *Gecy v. S.C. Bank & Tr.*, 422 S.C. 509, 516, 812 S.E.2d 750, 754 (S.C. App. 2018). "[I]n cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment." *Hancock v. Mid-S. Mgmt. Co.*, 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009).

LEGAL DECISION

I. PLAINTIFF HAS FAILED TO PRESENT EVIDENCE SUFFICIENT TO AVOID SUMMARY JUDGMENT ON HIS DEFAMATION CLAIM.

Plaintiff seeks to support his defamation claim on three bases:

(1) his being placed on a paid leave following his confrontation with Erica, and being reassigned to a teaching position, which defamed him by "innuendo,"

(2) CCSD's alleged "repeated failure to speak up on his behalf and support his actions," and

(3) comments made by Chris Collins in response to a media inquiry from *The Chronicle*, a newspaper in the Charleston area.

For the reasons listed below, none of these bases are sufficient to support a defamation claim against CCSD, and for that reason, Plaintiff's defamation claim must be dismissed.

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A. Plaintiff's "innuendo" defamation claim – based on being placed on paid leave and reassigned to a teaching position – is not actionable under South Carolina law.

Plaintiff alleges that CCSD defamed him by "innuendo," specifically by placing him on a paid leave after the incident of April 22, 2016, and by failing to return plaintiff to work promptly after the incident and a subsequent demotion of plaintiff from administrator to teacher were defamatory.

These allegations, and the undisputed facts in the record, do not support a claim for defamation by "innuendo." There are four elements required to state a claim for defamation: (1) a false and defamatory statement; (2) an unprivileged publication of false and defamatory statement to a third party; (3) fault on the part of the publisher; and (4) either actionability of the statement irrespective of special harm or the existence of special harm caused by the publication. *Fountain v. First Reliance Bank*, 398 S.C. 434, 441, 730 S.E.2d 305, 309 (2012).

In a claim for defamation by "innuendo," the "insinuation is as actionable as a positive assertion if it is false and malicious and the meaning is plain." 398 S.C. at 441-42, 730 S.E.2d at 309 (emphasis added). Plaintiff's argument in this case fails for the same reason that the argument failed in *Fountain*, where a plaintiff alleged that First Reliance Bank's refusal to extend him a loan "insinuated that he was an unfit businessman." 398 S.C. at 442, 730 S.E.2d at 309. The Supreme Court found that summary judgment was appropriately granted, noting as follows:

> Under the proper standard, we believe Fountain failed to adduce facts sufficient to withstand summary judgment that Ewart's statement was defamatory by innuendo. During his deposition, Fountain claimed the statement was "inappropriate" and "he just wouldn't say it being a banker," **but this falls far short of establishing an implied defamatory meaning**. Moreover, even assuming that Fountain did present sufficient evidence to establish a defamatory meaning through innuendo, the alleged defamation—that Fountain had a checkered business and financial history and was therefore a poor lending risk—was indisputably true. Without contradiction, the record reveals Fountain participated in a failed business venture and has a history of neglecting to repay his obligations. Thus, even assuming Fountain adduced sufficient evidence that the statement implied through innuendo

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> that he was a poor lending risk, it could not be deemed defamatory because it was unquestionably true.

398 S.C. at 443-44, 730 S.E.2d at 310 (emphasis added).

For the same reason, Plaintiff's "insinuation" or "innuendo" argument fails. CCSD placed Plaintiff on a paid leave while CCSD investigated the incident by questioning students, staff members, and Plaintiff himself. It is undisputed that this is the normal protocol followed by CCSD in like instances. The investigation found, as Plaintiff himself admits, that he took Erica's pants and left her exposed to other students only in her panties. It is unsurprising that CCSD (1) took the time necessary to complete its investigation, (2) took time over the summer to determine Plaintiff's next assignment, and (3) lost faith in Plaintiff's ability as a leader due to his handling of the incident.

Further, it also does not matter that Plaintiff thought that CCSD could have handled the matter differently. It is undisputed that CCSD followed normal protocol, and was well within its authority to investigate the matter, interview witnesses, and draw the conclusion that it did, which notably did not result in Plaintiff's termination.

In this regard, Plaintiff's claim even pales in comparison to other defamation by "innuendo" claims that have been dismissed, and where employees were actually fired. For instance, in *Johnson v. Dillard's Inc.*, 2007 WL 2792232, at *18 (D.S.C. Sept. 24, 2007), there was no defamation by "innuendo" even where the plaintiff could show that she was escorted out of the store by the off-duty police officer, because there was no evidence that the "positive assertion" was false and malicious and that its meaning was plain. In *Hampton v. Conso Prod., Inc.*, 808 F.Supp. 1227, 1237 (D.S.C. 1992), the court found that a reasonable trier of fact could not find that the defendant acted maliciously in requesting the plaintiff to go on medical leave and receive medical treatment at the defendant's expense, where the plaintiff alleged that these acts

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gave the impression to others that the plaintiff was mentally ill and/or in need of medical confinement. Likewise, the court dismissed an "innuendo" claim where the plaintiff was fired in close proximity to an altercation between the plaintiff and his supervisor, allegedly leaving other employees "with the mindset that [plaintiff] had done something improper," because plaintiff "has not alleged facts to show that the meaning was plain." *Simmons v. Sci. Int'l Applications Corp.*, 2012 WL 761716, at *3-4 (D.S.C. Feb. 13, 2012), *report and recommendation adopted,* 2012 WL 761726 (D.S.C. Mar. 8, 2012). *See also, Fredrich v. Dolgencorp, LLC*, No. 3:13-CV-01072-JFA, 2014 WL 4417407, at *16 (D.S.C. Sept. 8, 2014) ("Aside from bare allegations and the fact that he was terminated, Plaintiff has failed to provide evidence that the Defendant's actions on the day of his termination amounted to any defamatory conduct insinuating that he stole money, that he was incompetent as a store manager, or that he was prejudice. An employer terminating an employee for misconduct cannot by itself be held to be defamatory, something more is needed.").

Furthermore, and similar to the finding in *Fountain*, it is also true that Plaintiff's undisputed actions compromised CCSD's faith in Plaintiff's ability to serve in an administrative leadership role. As in *Fountain*, this is a complete bar to this basis of Plaintiff's defamation claim.

For this reason, Plaintiff's defamation claim based on an "innuendo" theory must be dismissed with prejudice.

B. <u>CCSD's Alleged "Failure to Speak Up" on Behalf of Plaintiff</u>.

In his deposition, Plaintiff explained this basis for his defamation action as follows:

Q. I think you'll agree with me that CCSD does not control what *The Post and Courier* says and does?

. . .

A. -- I agree that they're not the ones editing the paper, but I certainly don't agree that the school district doesn't have a responsibility to be fair and consistent when providing information to – to the newspaper.

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Q. Okay. How is it unfair or inconsistent in that regard?

A. The district clearly knew early on that I didn't do anything illegal. They also should have known, based upon a proper investigation, that I didn't do anything unprofessional or lack of -- or use poor judgment, which later the state, you know, concluded.[3] At a minimum, **even if they came to the initial conclusion, they should have responded to – to my pointing out that factually these things are simply wrong in the report. So they had a – they had a responsibility to provide, at a minimum, accurate information based upon a proper investigation**.

(emphasis added).

Thus, Plaintiff is attempting to conjure an affirmative "duty" of an employer to contact a newspaper to publish the opinions of an employee regarding an investigation into his misconduct. This theory of defamation is unknown in South Carolina, and appears to be unknown throughout the United States. A few moments of reflection are sufficient to determine why such a theory is unavailing. If it were so, every public entity and every employer in South Carolina would have the duty to issue a statement – presumably to the satisfaction of the employee – whenever the employee believed that a news report of an investigation into his or her conduct reflected poorly or inaccurately on him or her. *See Neloms v. Charleston Cty. Sch. Dist.*, 2019 WL 6092279, at *14 (D.S.C. June 19, 2019), *report and recommendation adopted,* 2019 WL 4409459 (D.S.C. Sept. 16, 2019) ("An employer's refusal to issue a public statement at its employee's behest, however, generally does not give rise to a standard defamation claim.").

Therefore, to the extent that Plaintiff relies on this theory to support his defamation claim, it must be dismissed with prejudice.

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[3] Plaintiff may be referencing the decision of the State Board of Education ("State Board") in which the South Carolina Department of Education ("SCDE") requested that the Board suspend Plaintiff's educator certificate. On September 12, 2017, the State Board found that the SCDE presented insufficient evidence to justify suspending Plaintiffs' license. For reasons stated in Defendant's Motion in *Limine*, this evidence is inadmissible. In any event, it is irrelevant to Plaintiff's defamation claim, as Plaintiff himself testified under oath that he was not relying on the state's licensure decision to support his defamation claim.

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C. **CCSD is not a proper defendant regarding statements made by Board Member Chris Collins.**

Finally, Plaintiff relies on certain statements attributed in the media to Chris Collins, a CCSD Board Member, to support his defamation claim against CCSD. For the reasons listed below, Plaintiff's reliance on these statements to support his defamation claim is misplaced.

It is undisputed that Collins admitted that he was not acting as an agent of CCSD, or a spokesman for CCSD or its Board, concerning this matter. The South Carolina Tort Claims Act (SCTCA) expressly states that "employee conduct outside the scope of his official duties or which constitutes actual fraud, actual malice, intent to harm, or a crime involving moral turpitude" is an exception to South Carolina's waiver of immunity. S.C. Code Ann. § 15-78-60(17). "Scope of official duty" means (1) acting in and about the official business of a governmental entity and (2) performing official duties. S.C. Code Ann. § 15-78-30(i). *Benekritis v. Johnson*, 882 F. Supp. 521, 528 (D.S.C. 1995) (suit barred under SCTCA where after-school pickup basketball game conducted in gymnasium one mile from the school was not "official business" of school district and its employee participants were not performing "official duties"); *Farr v. Lott*, 2019 WL 2051300, at *1 (S.C. App. May 8, 2019) (lawsuit barred against governmental entity under SCTCA where public employee was not acting in the scope of his employment). For this reason alone, CCSD is not a proper defendant concerning Plaintiff's defamation claim, which must be dismissed.

D. **Because Plaintiff was a "Public Official" for purposes of his defamation claim, he is barred from asserting a defamation claim against CCSD under the South Carolina Tort Claims Act.**

Furthermore, I find that, for purposes of his defamation claim, Plaintiff was a "public official" and therefore required to show that the person making a defamatory claim was acting

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with "actual malice." *Gause v. Doe*, 317 S.C. 39, 42, 451 S.E.2d 408, 409 (S.C. App. 1994). For this reason, under the SCTCA, the defamation claim against CCSD is barred and must be dismissed.

While South Carolina appellate courts have not yet ruled that a high school principal is a "public official" for the purposes of defamation claims, the preponderance of courts that have considered the matter have found that principals are public officials for these purposes.[4] *See Cronin v. Pelletier*, 2018 WL 3965004, at *2 (Conn. Super. Ct. July 26, 2018) (principal of a public high school was a public official under the principles of the law of defamation); *Collins v. Taos Bd. of Educ.*, 893 F. Supp. 2d 1193, 1205 (D.N.M. 2012) ("After considering the case law, the Court predicts that the New Mexico Supreme Court would classify a public school principal as a public official within the meaning of *Rosenblatt.*"); *Williams v. Detroit Bd. of Educ.*, 523 F. Supp. 2d 602, 610 (E.D. Mich. 2007), *aff'd*, 306 Fed. App'x 943 (6th Cir. 2009) ("This Court is persuaded by the Supreme Court of Vermont's reasoning in *Palmer* and the opinions of other courts concluding that principals are public officials to the extent their defamation claims involve communications relating to their conduct as principals."); *Warren v. Birmingham Bd. of Educ.*, 739 So. 2d 1125, 1133 (Ala. Civ. App. 1999) (affirming trial court's holding that an elementary school principal was a public official); *Jee v. New York Post Co.*, 671 N.Y.S.2d 920, 924 (Sup. Ct. 1998), *aff'd*, 260 A.D.2d 215, 688 N.Y.S.2d 49 (1999) (Principal must be considered a "public official" for the purposes of the defamation law.); *Johnson v. Robbinsdale Indep. Sch.*

[4] While one South Carolina case found that *assistant* principals are not "public officials" for purposes of defamation law, South Carolina appellate courts have not addressed whether *principals* are such "public officials." *Goodwin v. Kennedy*, 347 S.C. 30, 44, 552 S.E.2d 319, 327 (S.C. App. 2001). *Goodwin* observed a split in authority from other jurisdictions over whether a principal is such a "public official," but since *Goodwin* was decided, the preponderance of cases nationwide classifies principals as "public officials" for purposes of defamation claims.

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Dist. No. 281, 827 F.Supp. 1439, 1443 (D. Minn. 1993) (finding that "public school principals criticized for their official conduct are public officials" where principal sued students' parents after they wrote a letter critical of the principals' conduct); *Palmer v. Bennington School District,* 159 Vt. 31, 615 A.2d 498 (1992), (summary judgment properly granted to the school district on the principal's defamation claim, holding that he was a "public official" and that he failed to show that the school board published the statements with "actual malice."); *Junior–Spence v. Keenan,* 1990 WL 17241, at *4 (Tenn. Ct. App. Feb. 28, 1990) (finding that principal was a public official because she was an authority figure and a government representative to the students and parents with whom she dealt and her actions affected the taxpayers in the State); *Stevens v. Tillman,* 855 F.2d 394, 403 (7th Cir. 1988) (finding that principal was a public official where "her performance as public official was open to public comment" and, while not an elected public official, "she possessed great discretion over the operation of the [school]" and "how she used that discretion was the subject of legitimate public debate"); *State v. Defley,* 395 So.2d 759, 761 (La. 1981) (concluding that a school supervisor would be considered a public official because the position " 'is such that the public has an independent interest in the qualification and performance of the person who holds it, beyond the general public interest in the qualifications and performance of all government employees,'"); *Reaves v. Foster,* 200 So.2d 453, 456 (Miss. 1967) (holding that school principal was a public official, reasoning that statements criticizing her acts were "fair comment in a matter concerning a large sector of the county's population, in the handling of a matter connected with government, and in an effort by those involved to better conditions in the school as they deemed it" and that the State Constitution "provides ... a common school system, and the laws provide for the selection of the trustees and county superintendents, and the

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appointment by the superintendent and board of trustees of the principal to be in charge of a school where the young of the county are given an opportunity to secure an education at the taxpayers' expense."); *Kapiloff v. Dunn*, 27 Md. App. 514, 343 A.2d 251, 258 (1975) (finding that a high school principal was a public official under the *New York Times* standard and that the principal's "suitability for the position was a matter of public or general interest or concern").

For this reason alone, CCSD is not a proper party regarding Plaintiff's defamation claim. As a public official, Plaintiff must show that the defendant acted with "actual malice" in order to state a defamation claim. As set forth in *Scott v. McClain*, 272 S.C. 198, 250 S.E.2d 118, 120 (1978)

> When a libel action is brought by a public official against critics of his official conduct, the constitutional guarantees of freedom of speech and press prohibit the public official from recovering damages for a defamatory falsehood relating to his official conduct unless the libelous statement was made with **actual malice** that is, with knowledge that it was false or with reckless disregard of whether it was false or not.

272 S.C. at 201, 250 S.E.2d at 120 (citations omitted) (emphasis added); *Botchie v. O'Dowd*, 315 S.C. 126, 432 S.E.2d 458 (1993) (plaintiff was a "public official" for the purposes of his defamation action against his employer, and was therefore required to prove actual malice).

Under the SCTCA, a governmental entity[5] is not liable for a loss resulting from "employee conduct outside the scope of his official duties or which constitutes actual fraud, **actual malice**, intent to harm, or a crime involving moral turpitude." S.C. Code Ann. § 15-78-60(17) (emphasis added). As stated in *Gause*, 317 S.C. 39, 42, 451 S.E.2d 408, 409 (S.C. App. 1994)

> The SCTCA clearly excludes a governmental entity's liability for an individual's loss stemming from a state employee's conduct that constitutes actual malice. We therefore agree with the trial court that the SCTCA bars Gause's slander claim against the MBPD because Gause must prove the MBPD employee's conduct constituted actual malice in order to recover on this claim.

[5] CCSD is, by statute, a "governmental entity" under the SCTCA. S.C. Code Ann. § 15-78-30(d) and (h).

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317 S.C. at 42, 451 S.E.2d at 409.

In an effort to revive his defamation claim, Plaintiff has argued that he was not technically "principal," as his administrative title as head of the Clark Academy was "Program Manager." Nevertheless, there is a voluminous and undisputed record of Plaintiff's own sworn testimony establishing that both CCSD and Plaintiff considered him to be the "Principal" of Clark Academy.

For these reasons, Plaintiff's claim for defamation against CCSD based on the comments of Chris Collins must be dismissed with prejudice.

II. PLAINTIFF CANNOT SUSTAIN HIS CLAIM FOR AN ALLEGED VIOLATION OF DUE PROCESS UNDER THE STATE CONSTITUTION AND STATE LAW.

In his Complaint, Plaintiff references a "property interest" in continued employment, which is not relevant in any manner to this case, as CCSD never deprived Plaintiff of continued employment or other legally-recognized property interest. As set forth in South Carolina law, Plaintiff cannot grieve "position or salary" as an administrator under the Teacher Employment and Dismissal Act. *Henry-Davenport v. School District of Fairfield Co.*, 391 S.C. 85, 89, 705 S.E.2d 26, 28 (2011) (legislature, in enacting S.C. Code Ann. § 59-24-15,[6] overruled *Johnson v. Spartanburg County School Dist. No. 7*, 314 S.C. 340, 444 S.E.2d 501 (1994)).

> The legislature enacted section 59-24-15 after the *Johnson* decision, and the plain language of the statute directly contradicts the holding in *Johnson*. The statute plainly states that an administrator has no rights in her "position or salary," and the

[6] S.C. Code Ann. § 59-24-15 provides that "Certified education personnel who are employed as administrators on an annual or multi-year contract will retain their rights as a teacher under the provisions of Article 3 of Chapter 19 and Article 5 of Chapter 25 of this title **but no such rights are granted to the position or salary of administrator**. Any such administrator who presently is under a contract granting such rights shall retain that status until the expiration of that contract." (emphasis added).

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> legislature made no exception or distinction concerning the administrator's status as a certified educator.

391 S.C. at 89, 705 S.E.2d at 28.

For this reason alone, Plaintiff cannot maintain a "due process" claim, as the State has explicitly determined – both through the legislature and the courts – that he has no property right to the position or salary of an administrator.

Furthermore, even if Plaintiff could demonstrate that he was denied a "property interest" – which he cannot – he cannot show that he was deprived of "due process." If anything, he received significant due process, including several stages of an internal grievance where he presented the evidence he believed was favorable to him, meetings and reviews by numerous officials including the District Superintendent herself, and review by the Board of Trustees. "(D)ue process is flexible and calls for such procedural protections as the particular situation demands." *Mathews v. Eldridge*, 424 U.S. 319, 334, 96 S. Ct. 893, 902, 47 L. Ed. 2d 18 (1976); *Sundberg v. DiRocco*, 2017 WL 3394314, at *13 (M.D. Pa. Aug. 8, 2017) ("Due process does not require flawless or perfect process. Neither does it require courtesy. Constitutionally adequate process alone suffices.").

Finally, in his arguments to the Court, Plaintiff relied on a line of cases involving a person's good name, reputation, honor, or integrity" in an effort to revive his claim. This theory is equally unavailing as a matter of law. Such cases have nothing to do with a "property interest." Rather, they concern a more limited "liberty interest," and they have no bearing on this case for the reasons set forth in *Johnson v. Morris*, 903 F.2d 996, 999-1000 (4th Cir. 1990) and *Foreman v. Griffith*, 81 Fed. App'x 432, 439-440 (4th Cir. 2003) ("Because the plaintiff remained employed by his public employer, we concluded that he suffered no damage to his employment status, and thus, could not be heard to complain that he had been made unemployable as the result of the

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publication...We also concluded that any harm to the plaintiff's chances for career advancement with his public employer did not result from the publication of the reasons for his demotion, but from the reasons for the demotion itself.") (citing *Johnson*).

In short, Plaintiff cannot maintain a "due process" claim, and for these reasons, his due process claim must be dismissed with prejudice.

III. PLAINTIFF CANNOT SUSTAIN HIS BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING BECAUSE HE CANNOT DEMONSTRATE ANY BREACH OF CONTRACT ON THE PART OF CCSD.

Plaintiff stated that his Third Cause of Action is based on the following set of allegations in his Complaint:

> The District's deliberate failure to publically support Dr. HaLevi in his administrator position; its failure to properly investigate the bus incident; its failure to publicize accurate facts about the bus incident; its refusal to restore Dr. HaLevi to his administrator position; and its failure to correct the public record and restore Dr. HaLevi's reputation after the Department of Education found there was no basis for any disciplinary action against him, breach the covenant of good faith and fair dealing in Dr. HaLevi's employment contract.

Under South Carolina law, an implied covenant of good faith and fair dealing exists in every contract. *Tharpe v. G.E. Moore Co.*, 254 S.C. 196, 174 S.E.2d 397 (1970). However, there is no breach of an implied covenant of good faith where a party to a contract has done what provisions of the contract expressly gave him the right to do. *Adams v. G.J. Creel & Sons, Inc.*, 320 S.C. 274, 277, 465 S.E.2d 84, 85 (1995). Furthermore, and importantly, South Carolina law does not recognize a separate cause of action for "breach of an implied covenant of good faith and fair dealing." *RoTec Servs., Inc. v. Encompass Servs., Inc.*, 359 S.C. 467, 472, 597 S.E.2d 881, 884 (S.C. App. 2004).

In this case, Plaintiff does not – and cannot – claim that CCSD terminated his employment.

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Rather, in sum, Plaintiff bases his breach of contract claim on his complaints that CCSD did not do what he wanted it to do – (1) agree to conduct an investigation into the Erica Hamilton incident as Plaintiff, not CCSD, saw fit, (2) have CCSD publicly agree that Plaintiff did nothing wrong in demanding that Erica remove her pants on the bus, and publish only those facts and opinions that he – not CCSD or other witnesses – believed were important, and (3) immediately restore him to his administrative position at Clark Academy. CCSD had absolutely no contractual duty to do any of these things.

Plaintiff may be dissatisfied with CCSD's investigation, or the fact that the investigation found that he had acted improperly in demanding that Erica Hamilton remove her pants on the bus, or the fact that CCSD placed him on leave until the parties agreed that he could teach at Stall High School without loss of pay for the 2016-2017 academic year. Plaintiff's contract does not guarantee that CCSD will act in a manner that satisfies him.

As stated above, Plaintiff has absolutely no contractual or statutory right to remain in the principal's position at Clark Academy. Under South Carolina law, Plaintiff has no right to the position or salary of an administrator. *Henry-Davenport*, 391 S.C. at 89, 705 S.E.2d at 28 (plain language of S.C. Code Ann. § 59-24-15 states that a school administrator has no rights in her "position or salary" and the legislature made no exception or distinction concerning the administrator's status as a certified educator). Indeed, the contract at issue states clearly as follows:

> The District's administrative assignments are discretionary with the Superintendent. In the event of any change in the District's organizational chart, reduction in force, or whenever it is deemed in the best interest of the District, the Superintendent may reassign, upon notice to and consultation with the affected employee, consistent with S.C. Code Ann. § 59-24-15 (Supp. 1999).

Further, Plaintiff has failed abjectly to point to anything in the contract, the record, or in law that gives him the right to direct how CCSD conducts investigations into his own conduct, or

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requires CCSD to follow his instructions as to how it responds to the findings of the investigation. In short, Plaintiff is attempting to conjure a claim for breach of the implied covenant of good faith and fair dealing without producing evidence of a breach of contract. *Adams*, 320 S.C. at 277, 465 S.E.2d at 85; *RoTec Servs.*, 359 S.C. at 472, 597 S.E.2d at 884; *Horton v. Darby Elec. Co.*, 360 S.C. 58, 599 S.E.2d 456 (2004) (former employee had no right of recovery against employer based on breach of employment contract and implied covenant of good faith and fair dealing, where the employer had good faith belief that it had sufficient good cause to terminate employee). This failure to produce evidence of a breach of contract is fatal to his claim.

For these reasons, Plaintiff's claim for breach of the implied covenant of good faith and fair dealing must be dismissed with prejudice.

CONCLUSION

For the reasons stated above, after considering all pleadings and arguments presented by counsel, this Court hereby GRANTS the Defendant's Motion to Alter or Amend, GRANTS the Defendant's Motion for Summary Judgment, and DISMISSES all claims brought by Plaintiff in this matter with PREJUDICE, with each side to bear its own costs and fees.

AND IT IS SO ORDERED.

_____

The Honorable Bentley Price
Presiding Judge
Ninth Judicial Circuit

_____, 2020
Charleston, South Carolina

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Charleston Common Pleas

Case Caption:	Andrew HaLevi PhD , plaintiff, et al VS Charleston County School District
Case Number:	2018CP1000123
Type:	Order/Dismissal

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Honorable Circuit Court Judge Bentley Price

Case 2018-CP-10-00123

Andrew HaLevi, Ph.D., Appellant,

vs.

Charleston County School District, Respondent.

PROOF OF SERVICE OF NOTICE OF APPEAL

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I hereby certify that on October 28, 2020 I served a copy of the Notice of Appeal on the following:

Gene Matthews, Esquire
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The Honorable Julie Armstrong
Charleston County Clerk of Court
100 Broad Street
Charleston, SC
29401

by placing a copy of said documents in the United States mail with sufficient postage thereon.

Nancy Bloodgood, Esquire

Charleston, South Carolina

Date: October 28, 2020

STATE OF SOUTH CAROLINA	)	THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	DOCKET NO. 2018-CP-10-0123
ANDREW HALEVI Plaintiff vs. CHARLESTON COUNTY SCHOOL DISTRICT Defendant	)	TRANSCRIPT OF RECORD June 24, 2020 Zoom videoconferencing

B E F O R E:

THE HONORABLE BENTLEY PRICE, JUDGE

A P P E A R A N C E S:

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Attorney for Defendant

JOYCE C. RUEGER,
Certified Verbatim Reporter-Master
Circuit Court Reporter

[Certified transcript provided for: Nancy Bloodgood, Esq.]

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No exhibits were introduced

PROCEEDINGS

THE COURT: All right. Good morning. Sorry about the delay.

MS. BLOODGOOD: Good morning.

MR. MATTHEWS: Good morning.

THE COURT: All right. As usual we'll start with the plaintiff and if you will just introduce yourself for the record and the parties you represent and if it is your motion just indicate what the motion is. We'll start with the plaintiff.

MS. BLOODGOOD: This is Nancy Bloodgood and I represent Andrew HaLevi; he's the plaintiff.

MR. MATTHEWS: Your Honor, this is Gene Matthews. I represent the defendant; the Charleston County School District and this is my motion for summary judgment.

THE COURT: All right. Mr. Matthews, I'll be happy to hear from you.

MR. MATTHEWS: Thank you, Your Honor. I don't know if you've had an opportunity to read the briefs that have been filed by the parties. They both contain the factual background.

In any event, this is a case involving three causes of action against the Charleston County School District by Andrew HaLevi, the former principal of the Clark Academy. He raises three causes of action; one for

defamation related to the fact that he was placed on leave following a confrontation with a student that left the student on the bus without pants in her panties.

The second cause -- the second basis for the defamation claim is the fact that the District apparently according to him failed to speak up on his behalf during the media interest obviously in this type of situation. And the third basis was the fact that he was; that a board member named Chris Collins responded to media queries in a way that he thought was inappropriate. So there is essentially is an innuendo type claim for defamation and then a claim or some type of comment made by Chris Collins is the other cause.

There is a second cause of action for due process under state Constitution related to his grievance process and because he was removed from his position as the principal and reassigned as a teacher.

And the third cause of action is similar to that for the breach of covenant of good faith and fair dealing based on primarily his removal from his position as a principal at Clark Academy to the -- he was permitted to teach at Stall and actually accepted that position and did teach for the following year. He then left the District of his own accord. This isn't a wrongful discharge claim; it's simply a claim based on the three

that I mentioned. Now, again I want you to stop me if you've heard this before or if you've read it before and you don't have questions.

THE COURT: For the record this was previously on the docket and I believe it had to be continued. So I have read all of the briefs in this case.

MR. MATTHEWS: Perfect. Then let me just point out -- thank you Your Honor for that guidance -- and let me point out what I think is important and at the very least we want to focus on.

First of all the other side in their response seemed to question whether or not Doctor HaLevi was in fact a principal. But I simply refer you to our reply where no fewer than six times under oath did he either refer to himself as a principal or the equivalent of the principal.

So, the reason that's important is if he's a principal this Court must decide whether or not he is a public official under defamation law. That's a question of law for the judge.

We believe and we've cited at length in our brief the fact that number one we agree, I mean we mentioned in our brief, and I think Ms. Bloodgood agrees that South Carolina state courts have not yet addressed whether or not a principal is a public official. This would be,

Your Honor, you have the honor of having that swing at the bat for the state.

But I do, would refer you to, I do want to refer you to pages 10, 11, and 12 where we set forth what we think is the national consensus. There are some minority districts but the national consensus that principals are, in fact, public officials under the meaning of defamation because they exercise significant authority in the name of the public. They have authority over pupils, over budgets in a way that assistant principals do not. And again, we would simply refer you to the numerous cases we've cited.

And of course if there is any follow-up that you'd like on that we would be happy to give it to you. However, you do kind of in a first instance will need to decide whether or not the plaintiff was a public official because he was in the position that he was heading up the Clark Academy.

Now, the reason that's important is if he is a public official and anyone acting to defame him must act with actual malice; not common law malice. And I believe there was a mistake in the response and in fact Judge Norton only a couple of months ago made it clear there is a difference in actual malice and common law malice; they are not the same. The reason that is important is under

the state Tort Claims Act if someone is acting with actual malice the employer or the principal so to speak is not a proper party. And of course that is section 15-78-60 subsection 17. And of course there are a number of cases that follow along that; primarily cases that involve other positions involving public officials.

And then the record is clear; if you -- if that person alleges defamation and is a public official you have to sue the individual that is making it, not the organization. That's on page 13. So, that would put an end frankly to the defamation claim altogether.

Also, with regard to the comments made by Chris Collins we just would point out that whatever else he was doing he's not, he doesn't speak for the District. And in fact his comments in his deposition were such that he was insulting the District and his fellow board members. He admitted that he did not have the authority to speak for the District.

In fact, opposing counsel brings up the fact preventively that we say this is an opinion. That Chris -- that the Chronicle reported that Chris Collins had opined the plaintiff should have been arrested when the incident occurred and then fired.

Although Collins also noted that CCSD administrators have indicated HaLevi won't be fired and most likely be

moved to another position, which is in fact true. That's what happened. Now Mr. Collins attributes that to racism on the part of the District that we favor white administrators and because Mr. HaLevi was white he would not suffer a consequence that would satisfy Mr. Collins.

Whatever else that is that's not the District. Actually in his deposition named names about who he thought were racists. So whatever else is going on here he's not acting on -- the District is not saying yep, we're racists and yep we're letting Doctor HaLevi off the hook because he's a white guy.

That's -- whatever else that is that's not defamation. In fact under, it is a question of law if you so wish to determine if that's an opinion widely you know firmly held or not is really not our concern. If it's an opinion then it's not defamation.

So, the last thing I would say there is my colleague has mentioned on a couple of occasions in her briefs that she thought the comments or the decision by the state Board of Education would be relevant in the case. I would simply point you to I believe it's a footnote in our brief concerning defamation where the plaintiff himself says he is not relying on that decision to support his defamation claim. We asked him under oath and he said no, I'm not relying on the department's

decision for reasons that we discussed briefly in our brief but mostly in our motion in limine we think that that should not be considered at all and would be inadmissible at trial and it's not appropriate for you to consider here in part because we don't really care what the Department of Education thinks about whether or not he should be licensed. That's not for issue here.

Now, on the due process claim; forgive me, it's on the bottom of page 17 where, just let me finish that thought, where the plaintiff says plaintiff himself testified under oath that he is not relying on the state's licensure decision to support his defamation claim. That's page 74 of his deposition.

So, there are numerous causes of action. On the innuendo claim under First Reliance and the cavalcade of cases that have addressed whether or not actions are innuendo this doesn't even come close. And in fact if it does then every decision by every District in every state everywhere is defamatory.

He was placed on leave. That's common. He wasn't even deprived of pay you know. At one point he said well, at one point they said I was on special projects but I really didn't do special projects. Well, that's not even defamatory whether or not he was doing special projects or not or just on leave is a matter of no

consequence. That's not even defamatory. But the idea, and we commend you to the numerous cases that we cited where really actions that were more severe where someone was walked out of a place in front of customers that's not, in that case that was not defamatory.

If the Court were to decide this were a question of fact then every personnel decision made by every District will be before you or another judge because that very action of placing someone on administrative leave with pay would be defamatory. And that's frankly just not the law in our state or so we argue.

But on the due process claim we really think that the question is answered by both the legislature in 59-24-15 and the Supreme Court's gloss on that in the Henry-Davenport case; that's on page 20. There is just nothing. If this case had been brought before the law was changed some 10 or 15 years ago there may be something to it. But the legislature considered this question correctly and said no.

And if there is any question we're going to change the law to make sure that bench and bar know that this is not -- you don't have a due process right or a property interest in the position or salary of an administrator. And the language that is on page 20 and 21 of our brief and it quotes Henry-Davenport. The legislature enacted

section 59-24-15 after the Johnson decision. And the plain language of the statute directly contradicts the holding in Johnson. The statute plainly states that an administrator has no rights in her position or salary. And the legislature makes no exception or distinction concerning the administrator's status as a certified educator.

And in this case he was removed from his position as the principal at Clark Academy and assigned with his consent at the time to be a teacher at Stall. Now, when you look at what he actually says his problems in terms of due process, and this is on page 21 and 22 of our brief, he simply says I just don't think they took me seriously enough you know.

He says I think it would be more accurate to say I don't believe that particularly in the first three cases they did anything at all other than listen for a limited amount of time that I was in the grievance hearings. So not even sure it has to do with the analysis; I'm not sure they did anything.

Well, no offense, that's a matter of no consequence. The fact that he disagrees with the conclusions that were brought by the several layers I would say of his grievance is of no consequence. Now the fact that he says well, I don't think they took me seriously enough or

I don't think they listened hard enough or for some reason they just didn't agree with me. And that's a violation of due process; that's just silly.

The truth of the matter is the process actually comes in some ways worked in his favor because originally he was removed for three reasons and eventually the District Superintendent said well, there are two reasons, you know, I'm really not going to consider those because this one thing you did was enough. That was enough to justify in my view your removal. And of course in his appeal of that decision to the Board the Board agreed nine to zero.

So, the one thing I did notice in the response is the plaintiff seemed to pivot and say well, I'm not really talking about that. What I'm really talking about is the liberty interest. Well, that claim has not been brought. And even if it had been it would, it would not matter because when you, for the reasons cited in our reply you can't make that claim in this case.

And if Your Honor would like to, I think it's in our reply, because it's really the first time it has brought up in cases and we saw it in the response. It's on page 6 and page 7 of our reply. One thing in the response the response doesn't address the consequences of 59-24-15 or Henry-Davenport. They tried to say well look 59-24 --

I'm sorry, 59-25-470 does give me a right to a hearing. No, it doesn't because it doesn't respond to a formal suspension or a dismissal. So, 59-25 -- I'm sorry, 59-24-15 is the end of that discussion. The statute they cite just is not relevant to this claim at all.

Now, to the extent they say well, we're not going to talk about a property interest now we want to talk about a liberty interest. Well, liberty interests are no where referenced in the complaint.

But in any event if you look at Foreman v Griffith in its discussion of when you can bring such a claim it generally says, it directly says that the liberty interest claim is foreclosed by the decision in Johnson v Morris and that's because the plaintiff remained employed by his public employer we concluded that he suffered no damage to his employment status and therefore could not be heard to complain that he had been made unemployable as a result of the publication, which is the standard for liberty interest claims.

Obviously he can't be unemployable because we employed him. And in fact we would still be employing him today for all we know but he left on his own. He wanted to go to Israel. He wanted to seek his fortune there and we say God speed. Or if you want to come back to work with us we don't really have any particular

objection to that either. But what you can't do is say well I'm taking my balls and going home and I'm going to sue you for it. There really is, in terms of whether or not they want to transform the due process claim to a liberty interest rather than a property interest, property interest is just done in our view because of what Title 59 now says. Liberty interest, again we think the case law is clear there.

The last claim was for breach of contract of good faith. And this was the contract that he says, you know his employment contract. In order to state that claim you have to start with you know has there been an actual breach. And the answer is just no.

In other words, and this is on page 24, in order for you to find for the plaintiff or allow this to go to a jury you have to find that essentially we have to do what the plaintiff says or we breach the contract. And that's just not true.

In other words he would have to -- we would -- what we state here is in sum plaintiff states a breach of contract on his complaints that the District did not do what he wanted us to do, agree to conduct an investigation into the incident he was involved in as he saw fit, not as we saw fit; to have it publically agree that the plaintiff did nothing wrong. Well, we do think

he did stuff wrong. We're not trying to take his license away. We're just saying we're your employer and whatever else you're going to do you're not going to do this, you're going to do something else; immediately restore him to his administrative position at Clark Academy. There is no contractual requirement to do that at all.

So, as I say he may be dissatisfied with the investigation or the fact that we unsurprisingly found he acted inappropriately in demanding that this 16 year old girl remove her pants on a bus. He had no right as we stated under due process he had no right to that administrative position or to the salary administrator although we kept his salary at that level for a year after the incident.

You know to the extent, and the contract itself says the District's administrative assignments are discretionary with the superintendent. In the event of any changes -- or reduction in force or whenever it is deemed in the best interest of the District the superintendent may reassign upon notice to and consultation with affected employee consistent with 59-24-15.

That's exactly what happened. So there is no breach. You know to say well essentially this thing didn't work out quite like we had hoped. Well that's a

breach of nothing. And in fact when you look at their response you know they just state in conclusory fashion their disputes may show fact as to whether the defendant breached implied duty of good faith and fair dealing when it removed him and replaced him so suddenly; failed to make any statement on his behalf; formed an inadequate investigation; failed to reassign him -- well we did reassign him -- and denied him a hearing before the Board.

As we stated none of these, these are essentially repackaged arguments from the other claims. And the answer respectfully we would argue, we would hope you would find is no. This is a wish list on the part of a disgruntled employee; but nothing more.

So for that, you know Your Honor you told me already that you had read the briefs. And on both sides I think that they state the claims and the positions pretty clearly. Thank you for hearing me and I want to make sure I'm answering any questions you may have.

THE COURT: All right. Ms. Bloodgood, I'll be happy to hear from you.

MS. BLOODGOOD: Thank you, Your Honor. First of all the law in this state in the Goodwin v Kennedy which is 347 S.C. 30 is that an assistant or an associate principal is not a public figure. That is South Carolina

law. I agree with Gene that the issue of whether a principal is a public figure has not been decided. However, even though -- and this is the issue in this case we cannot change the facts.

Doctor HaLevi testified on page 185 of his deposition that he ran a program for students who were either overage or credit deficient. This was not its own public school and therefore he was a program director.

And I attached an exhibit showing that program directors, there were several of them in the county, are paid on the level of an assistant principal. They are not principals.

In fact in the deposition the term program director was used by Gene on pages 50 and 51 of plaintiff's deposition. It was used by plaintiff on pages 63, 71, 87, 97, 124, 134, and 171 pertaining to himself. And both terms were used interchangeably on page 80. So it is confusing.

It makes sense that he would refer to himself as a principal but the fact is, and that cannot be changed, he was an assistant principal and then later on that term was changed to an associate principal.

The law in this state in Goodwin is that assistant principal is not one among the hierarchy of government employees who have or appear to have substantial

responsibility or control over the conduct of governmental affairs. The exception in the defamation lawsuit for a public official is extremely limited.

The Gertz v Welch case, a Supreme Court case which has been adopted in the Goodwin by our Supreme Court says that persons assume special prominence in the resolution of public questions. And those are the people who are public officials. Goodwin the Court noted that principals are removed generally from the conduct of governmental affairs. Schools don't want them to be in conduct. So he's not a public official.

Secondly, Chris Collins was identified as a county council school board member in the paper. He spoke to the paper in his capacity as county board member. And he is an agent of that board. What he said in his deposition a year or two later is not relevant to the statement and the context of the statement when he made it. So, his statement is relevant and sends a message, publicizes the fact that a board member believes that Doctor HaLevi should be terminated.

As to the innuendo the Tyler v Macks Store case which I cited states citing the libel and slander that a defamatory insinuation may be made by actins or conduct as well as by word. And here the failure of the District to act in the same manner that it acted for other

principals to defend them to say this is a personnel matter and not to go to the paper and talk about it or say we're not pressing criminal charges all of those statements in context inferred that he had done something very, very wrong.

And nobody after all of his years at the School District, all of his successes this is what he did. He dealt with difficult children and no one stood up for him. And it sent a message. It sent a message entirely different than they sent for other principals with dress code violations.

In terms of the procedural due process claim of course procedural due process has two elements; property and liberty. At the time -- I agree with Gene than an administrator cannot bring a grievance under the statute, but at the time that Doctor HaLevi filed his grievance he was a teacher; he was not an administrator.

And he went under the policy, which is exhibit 14, which is very broad and says that a grievance of a misrepresentation, misapplication of Board policies that have affected you is the basis for a claim.

And under that policy the Board does not consider the state statute. So, he had a contract as a teacher. So even if he -- and I would have to agree with Gene that the liberty interest is stronger than the property

interest argument. But a liberty interest if your good name and reputation is at stake and when you are immediately removed from a position you've had for years and then immediately somebody is put in your position and you are doing nothing, even though the reassignment policy says you have to get reassigned after a conference and a talk, to the extent that you have to go and say fine, if you're not going to put me somewhere in July -- this is Doctor HaLevi said this, then put me, I'll go teach. So there was a stigma on him at that point.

The -- he also testified he could not get a job in the tri-county area and had to leave which is why he is teaching in Israel. So, the element of not being employable again has been met. And then he did testify also that the reasons were made public and were not true on page 87.

And then on page 121 of his deposition he talked about how he had no opportunity to be heard because the only thing that was considered was a statement he wrote the night it happened, which was as he testified on page 121 not a complete statement.

So then the Board takes, doesn't even use their policy, which is exhibit 14. They use a policy that has never been adopted by the Board on 17. And the process just goes on and on. In terms of the breach of contract

and fair dealing a breach of contract, I'm sorry; a breach of the covenant of good faith and fair dealing is a breach of contract claim.

You can't bring two. You can't have a breach of contract and a breach of covenant of good faith and fair dealing. In that case the covenant of good faith and fair dealing would be subsumed into the breach of contract.

I have brought not a breach of contract claim. I have brought a breach of contract -- covenant of good faith and fair dealing which is assumed in all employment contracts, which he had. Those are factual issues whether somebody acted fairly or not. And I have listed the issues that I think a jury could find that he was not treated fairly and that therefore that covenant was breached. And I think that's it Your Honor unless you have any questions.

THE COURT: I don't. Like I said I've read the briefs and I'll rely on my ruling on the remaining portion of it on the briefs. I'll take a look at them and you'll have my decision by the end of the day.

MS. BLOODGOOD: Okay. Thank you, Your Honor.

MR. MATTHEWS: Thank you, Your Honor.

THE COURT: Thank you.

********END OF TRANSCRIPT OF RECORD********

C E R T I F I C A T E

I, the undersigned, Joyce C. Rueger, Official Circuit Court Reporter for the Ninth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is, to the best of my ability, a complete Transcript of Record of the proceedings had, using Zoom videoconferencing, and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Charleston County, South Carolina on the 24th day of June, 2020.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

November 16, 2020

Joyce C. Rueger, CVR-M
Court Reporter

STATE OF SOUTH CAROLINA	)	COMMON PLEAS COURT
	)	COUNTY OF CHARLESTON
ANDREW HALEVI, Ph.D	)	CASE NO.
	)	2020-CP-10-00123
	)	Transcript of Record
Plaintiff,	)	
	)	
vs.	)	Date: Sept 23, 2020
	)	
CHARLESTON COUNTY	)	
SCHOOL BOARD,	)	
Defendant.		

* *

B E F O R E:

The Honorable Bentley Price

* *

Krista Nicole Carney, Stenographic Court Reporter, transcribed by a Stenographic Court Reporter

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(These proceedings were had September 23, 2020, Charleston County Common Pleas Court.)

THE COURT: All right. So this is who's motion?

MR. MATTHEWS: Mine. Do you mind if I take my mask off?

THE COURT: Yes.

MR. MATTHEWS: Well, Your Honor, thank you for allowing us to appear in court.

My name is Eugene Mathews. Of course my colleague is Nancy Bloodgood. We represent opposite parties in the HaLevi v. Charleston County School District case.

When we last had a motion you had explained that you were already familiar with the facts of the case and didn't need a recitation. I don't want to test your patience.

THE COURT: I still remember.

MR. MATTHEWS: This is a motion to alter to amend. And the motion that I entered addresses, I hope in an abbreviated format, but the matters where we were perplexed as to what was the question of fact versus what was the question of law.

And the matters are important, not just

for a portion of the case itself, but for the inevitable appellate review, whichever side is successful. But we anticipate being a step in the process.

So understanding, as we approach, if in fact we go to trial, what those questions of fact might be in court.

We do want to, of course, bring to the Court's attention why we believe there is no genuine issues of material fact as to the claims that are before you in this case.

And just very briefly, if you'll indulge me, as to the defamation claim there were essentially three variance of the defamation claim before the Court. One of the statements of Chris Collins. We believe two matters that are question of law are dispositive.

One is whether or not the Plaintiff was a public official, and if the Court directs, I'm happy to discuss that matter at length. If the Court wants me to continue on, I'm happy to do so, as well.

I would just bring to the Court's attention the Gause v. Doe case, which we think is dispositive on that matter. The cause of person

whether the plaintiff is a public official or not. If he is, then whatever else is going on in the case the district is not a proper defendant. Mr. Collins would be. And I'm not necessarily trying to throw Mr. Collins under the bus. If he is, in fact, the proper defendant the District is not.

Secondly, we do want to bring to the Court's attention to the fact that Mr. Collins admittedly was not acting as the agent of the District.

And, again, under the same procedure, and the same provision of the State Claims Act that would mean the District, of course, is not the proper defendant. Mr. Collins would be.

As to the claim that the District should be held liable for a defamation of a claim for failing to speak up on behalf of the Plaintiff at the time he thought appropriate. That cause of action simply doesn't exist.

And we would refer you to, in respect, the Neloms case, which I discussed that matter at length and which met with the same end.

As to the claims for defamation by innuendo, that is some action on the part of the District in this case. I believe it was the fact

that he was removed from his position and reassigned. Again, we would refer you to the Fountain case, which we believe to be dispositive. There's no real issue of fact, in fact, about what happened that we can tell. And that case, the Fountain case, we believe would be dispositive.

And, again, we're referring you with respect to the cases that were cited in our earlier motion. Many of which are Federal, some are which are State. So that would resolve the matter in our favor, and as a matter of law, a fact.

With regard to the due process claim, the second claim raised by the Plaintiff, again, we encourage the Court to recognize -- or we would hope to recognize that the property interest claims are disposed of, both by statute and by the Supreme Court.

The Henry-Davenport case, which interpreted the new statute of 59-24-15, really resolves the issue about whether or not an administrator, which were assigned, has a property interest. The answer from the Legislator and from the Supreme Court says no.

Now, in his brief, he, Dr. HaLevi, raised some other matters on the liberty interest,

and this Court has never addressed that matter. It plainly states the liberty interest is not a property interest.

Moreover, in those cases, on Page 4 of the motion to amend, we quoted at length that case. Because that is an identical reflexion of the issue before us here, which is, he maintains, quote, unquote, suffering and damages of employment status; and, again, as opposed to a property interest and a liberty interest just addresses that in a different matter.

There's no liberty interest that he has in his administrative post. They were perfectly permitted to do what it did, without being subject to a claim brought by the Plaintiff in that matter.

And, finally, Your Honor, the breach of contract -- or the breach of code and good faith and good dealing, again, we believe there's no genuine issues of material of fact. Because the very things that he says, are disputes of material of fact are not matters of contract.

The Plaintiff had no contractural right to the things he says evidences the breach of good faith and good dealing. If that's true, then there's no claim.

There no -- breach of contract and breach of good faith and good dealing requires an underlying breach of contract. And because he can show no contractual right, there it is.

The Adams v. GJ Creel case from the Supreme Court case from 1995 we believe is dispositive on that on that point.

Your Honor, because you're so familiar with the case, I certainly stand ready to address any questions that you may have. Thank you for entertaining this motion for reconsideration. And, again, if there's anything that you would like me to address that has not been addressed -- I don't want to tax your patience, but also don't want to be --

THE COURT: No, that's fine.

All right. Yes, ma'am.

MS. BLOODGOOD: Thank you, Your Honor. It sounds like this is more a reconsideration motion. So I would incorporate my brief in previous arguments from the Zoom summary judgement meeting that we had.

Just a few issues I think I want to reiterate. First of all, Dr. HaLevi is not a public office because he's not the principal.

The case that's cited by Gene are about principal. He's an assistant principal. He's actually a program director, which is a level of assistant principal. And in my motion for summary judgment I attached emails, in essence, to show that he is not a principal.

I agree that the issue of whether a principal is a public official. That has not been decided by the Court. But the Goodwin case did decide that an assistant principal is not a public official. So that argument holds no water.

The defamatory statement is in effect at the time it's made, at the time that Chris Collins went to the paper and said, I would fire Dr. HaLevi for what he did.

He did in his capacity and he was cited as a Charleston County School District Board Member. The paper just don't pick people off the street and ask them for their opinion. He was identified by Charleston County School Member.

When he gets his deposition taken he says, oh, I wasn't authorized to say that. It's of no consequence, because the statement of when it was made. And it was clear that he was speaking as a member of the School Board.

Now, in a way that it does exist, the Neloms case was a federal case -- first of all, both cases were cited by Gene are federal cases, which I don't think are precedents in this Court.

That was my case, so I know the facts in the Neloms case. And in the Neloms case it was entirely different. She was not immediately demoted, left out to hang for a while and never reassigned and not given any grievance.

So in the window, the Tyler case -- clearly, Tyler versus Max Doors, as is in my previous brief, a mere insinuation as an actual and positive assertion, if it is false and malicious and the meaning is defamatory.

And, then again, it is established under defamatory extenuation may be by actions or conduct, as well as by word.

When you take some of that has been program director of a school for a long time, was up for teacher of the year, and the State has done what -- has the caliber of respect that he has and pulled him out overnight and don't put him back in violation of your reassignment policy. Don't give anything else to do.

And then say nothing for a long period

of time. Don't let them grieve it, refuse to clarify any points and refuse to let him clarify anything. That is -- I think the jury can find this definition by innuendo.

And then, finally, the due process -- due process claims that are state constitution -- I didn't bring a federal case. I brought the state case. Our protection of liberty and property interest is his reputation, HaLevi's reputation.

And as I explained before, his -- he testified that he was unable to get a job after this anywhere in the tri-county area, which is why he is now teaching in Israel.

And so the reason for his discussion also changed over time. Not only that, they changed the -- they used the grievance policy that was not adopted against six years, a year afterwards.

So there are lots of issues about why it is -- you know, was his reputation damaged, which, of course, it was and still is. And whether or not they owed him, as a public employee in the State, due process. Because public employees in this State are entitled to due process.

I believe that the property interest

under due process would not be triggered, but the liberty interest is. Thank you.

THE COURT: All right. Mr. Matthews?

MR. MATTHEWS: Thank you, Your Honor.

Well, Nancy may recall -- Ms. Bloodgood may recall that not she was in the Neloms case, so was I. We were actually colleagues on that case. I remember it well.

Ms. Neloms was also an employee of the District. Raised the defamation claim. And the circumstances were, in our view being identical, in that her -- a claim was based on her complaint that the District did not address a matter in the press, as she had wanted it to be addressed.

And as the Court -- you know, I quoted that perfect part of the case in the brief to Your Honor. There's simply no cause of action for defamation because an employer doesn't address a press report in a manner that the employee wishes. That simply doesn't exist.

As to her other arguments, Tyler vs. MACKS STORES does as we indicated in our own brief, does create a cause of action for defamation by innuendo.

But when you look at how, after that

moment in time, how the Court's interpret it what a party must -- what factual allegations have to exist and what differences, what genuine issues of material fact must exist before you can even bring that case to a trial. They don't exist here.

And, again, we would refer Your Honor to the Supreme Court's case in First Reliance Bank. That's probably the best State Court annunciation of what is required of the Plaintiff.

And imagine, if you will, the reverse. An employer reassigns or fires an employee. That does not in and of itself create a cause of action for defamation. If you were to not rule as Ms. Bloodgood's bids you to, then it is. And that's not the law of the State.

The quote from Neloms, just to bounce back one thing, an employer's refusal to issue a public statement that is on the employee's behalf, however genuine does not give rise to the standard.

They were annunciating the laws of State of South Carolina when they were granted summary judgment on that point.

Now, my colleague also addressed whether or not the plaintiff was a public official. And I would simply and respectfully ask you to take

a look at the material that was added early or presented to the Court early on about his own representations about who he was. He strived himself as the principal of the Clark Academy. He was the head of Clark Academy. He was the chief executive officer of Clark Academy. There were no higher persons. He ran the school. Now, he ran it as all principals do.

But make no mistake he, himself -- he described himself as the principal. So now to say I was a program manager really is not consistent with what we believe what the record shows.

We don't think there's a genuine issue of material fact of what he would regard himself as. And in the regard, what the State would.

But even if you believe that that issue, whether or not he's a public official has not ready to ruled on, it's crystal clear that, at least in our opinion, that when someone says I was not authorized to do this. I was not acting. No one authorized me to do this.

And imagine if you rule against us on the Chris Collins' quote, at that moment any opinion an elected official makes, at any time, subjects not him but the entity for what he is and

what's official to a defamation claim. That's not just schools. That's cities, counties, everybody.

And we would argue, Your Honor, that's not what the law says. If you want to hold that individual official accountable, we bid Ms. Bloodgood to knock herself out.

But what we can't do, with respect and we hope that you'll agree, is tag -- whatever Mr. Collins' comments were, to tag those necessarily to the district. He wasn't even serving as the chairman or vice chairman.

In fact, as Your Honor may remember, he actually accused those members of racism. So it's a little difficult to understand how he's doing those types of things and saying those types of things.

And, frankly, saying the reason that we had not fired Dr. HaLevi because Dr. HaLevi was white. It's hard to hold us responsible for those types of claims. In fact, we would think the law of South Carolina does permit that.

Again, if you have any questions, we would be happy to respond.

THE COURT: All right. Anything further?

MS. BLOODGOOD: Not unless you have a question, Your Honor.

THE COURT: All right. I will take a look at the brief. And, as usual, you will have my answer by the end of the day.

(The proceedings concluded.)

State of South Carolina)
)
County of Charleston)

I, Krista Nicole Carney, Official Court Reporter for the Ninth Judicial Circuit of the State of South Carolina do hereby certify that the foregoing is a true, accurate and complete Transcript of Record in the Court of Common Pleas for Charleston County, South Carolina, on the 17th day of August, 2021.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

February 17, 2021

Krista nicole carney

Krista Nicole Carney,
Official Stenographic Court Reporter

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Honorable Circuit Court Judge Bentley Price

Case 2018-CP-10-00123

RECEIVED
JUN 22 2021
SC Court of Appeals

Andrew HaLevi, Ph.D., Appellant,

vs.

Charleston County School District, Respondent.

CERTIFICATION OF COUNSEL AND CERTIFICATION OF COMPLIANCE WITH ORDER ON REDACTION OF PERSONAL DATA IDENTIFIERS

I, Nancy Bloodgood, Esquire, hereby certify, pursuant to Rule 210 (g) of the South Carolina Appellate Court Rules, that this Record on Appeal contains all of the material and documentation proposed to be included by any of the parties and does not contain any other material. In addition, I further certify that this Record on Appeal complies with the South Carolina Supreme Court's Order dated August 13, 2007, addressing the redaction of personal data identifiers and other sensitive information.

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Date: 6-9-21