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Attorneys for Defendant

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Kimberly Fisher,

Plaintiff,

v.

Glendale Elementary School District,

Defendant.

No. CV 14-02083-ESW

**SEPARATE STATEMENT OF
FACTS IN SUPPORT OF MOTION
FOR SUMMARY JUDGMENT**

Defendant Glendale Elementary School District No. 21 (“Glendale”), pursuant to Fed. R. Civ. P. 56 and LRCiv 56.1(a), submits this separate statement of facts in support of its Motion for Summary Judgment.

1. Glendale hired Plaintiff Kimberly Fisher (“Fisher”) through a Notice of Indefinite Term Appointment as an Administrative Assistant with a start date of January 7, 2011, and approval by the governing board on February 10, 2011. *See* Exhibit 1.

2. Glendale rehired Fisher as an Administrative Assistant through a Notice of Indefinite Term Appointment in May 2011, with a start date of July 1, 2011 and a rate of pay of \$17.12 per hour. *See* Exhibit 2.

1 3. Glendale rehired Fisher as an Administrative Assistant through a Notice
2 of Indefinite Term Appointment on May 16, 2012, with a start date of July 1, 2012 and
3 rate of pay of \$17.12 per hour. *See* Exhibit 3.

4 4. Fisher wrote a letter of resignation on or about January 31, 2013, with an
5 effective date of February 21, 2013, to Assistant Superintendent of Human Resources
6 Barbara Goodwin (“Goodwin”). *See* Exhibit 4; Exhibit 5 at 179:23-180:3.

7 5. Deputy Superintendent of Business Services Kevin Hegarty (“Hegarty”)
8 was Fisher’s supervisor from the date of her hire through his last day on or about
9 December 20, 2012. *See* Exhibit 6; Ex. 5 at 153:15-22.

10 6. Glendale advertised a job opening for the Coordinator for Classified
11 position to which Fisher applied in April 2012. Ex. 5 at 110:1-2, 116:17-21.

12 7. Glendale offered Laura Sanchez (“Sanchez”) the job of Coordinator for
13 Classified, and she received a Classified Exempt Appointment for a term from May 30,
14 2012 through June 30, 2012. *See* Exhibit 7.

15 8. Sanchez received a Classified Exempt Appointment for a term from July
16 1, 2012 through June 30, 2013 with a salary of \$61,845. Ex. 7.

17 9. Matthew Peterson (“Peterson”), Glendale’s Director of Information
18 Technology (“IT”), notified Hegarty via email on June 8, 2012 of things he had “been
19 dealing with in the past few months,” saying the IT “team has asked me multiple times
20 to talk to you about” Fisher and it was his “strong belief that she is being unnecessarily
21 vindictive, jealous, and unprofessional.” *See* Exhibit 8 at GESD13.

22 10. Peterson wrote a letter to Sanchez, signed August 21, 2012, to “give
23 supporting documents and add some more information that has arisen” since early
24 August 2012 about Fisher, claiming that she “has caused a hostile work environment”
25 with “her rude and condescending behavior,” was spreading “rumor and slander,” acted
26 “with anger and disdain” towards him and other employees, and “[b]ecause of

1 Kimberly's unpredictable and irrational behavior, I fear for my team's safety, emotional
2 well-being, and ability to effectively work with her." *See* Exhibit 9.

3 11. Glendale hired Dominic Verstegen ("Verstegen"), an attorney who was
4 not a Glendale employee, to investigate the IT department's concerns about Fisher. Ex.
5 5 at 128:8-129:3.

6 12. Verstegen interviewed Fisher, and she had a chance to answer all of his
7 questions. Ex. 5 at 129:4-19.

8 13. Verstegen interviewed IT department employees and reviewed board
9 policies and emails, as documented in his confidential report to Superintendent Joseph
10 Quintana ("Quintana") dated October 18, 2012. *See* Exhibit 10.

11 14. Verstegen's report found "Ms. Fisher's conduct has been unprofessional"
12 and she admitted sending two emails which were "unprofessional and hostile,"
13 concluded that "[a]t the very least, we are able to conclusively determine that Ms. Fisher
14 has problems working well with others," and said that "[w]hat is overwhelming is the
15 fear of IT Department employees that Ms. Fisher would act violently in the future." Ex.
16 10 at GESD32-33.

17 15. Fisher sent an email August 6, 2012 saying: "False information may be
18 documented and used for an IT reorganization but please use the facts when referring to
19 me." Ex. 10 at GESD49-50.

20 16. Fisher sent an email August 10, 2012 saying, in response to an email
21 thanking Hegarty and other employees "for lending staff to our project":

22 I am not property to be lent and I do not appreciate this email in any way at
23 all. Please either have Kathern remove me from this type of email or have
24 her consider her words. I will not be degraded by your over paid secretary
because of her offensive nature and lack of appropriate knowledge.

25 Ex. 10 at GESD56-57.

1 17. Fisher did not dispute sending the August 6 and August 10 emails referred
2 to in Verstegen's report as "unprofessional and hostile," and when asked if she
3 disagreed with his characterization of them, responded no and added they were "not
4 kind." Ex. 5 at 132:10-21.

5 18. Fisher said she was "given this report shortly after it was delivered" in
6 October and then "submitted a rebuttal" to the report between October 18, 2012 and
7 November 27, 2012. Ex. 5 at 130:5-15, 134:1-3, 136:2-9.

8 19. Hegarty reviewed the report and Fisher's response and wrote a
9 memorandum to her dated November 27, 2012, in which he found that she had
10 submitted emails "that provide enough evidence to contradict some of the conclusions
11 in the original findings" on one issue, two issues could not be determined, and "she did
12 violate district policy G-0750 (GBEB) as evidenced by two emails sent by her and
13 documented in the findings." *See* Exhibit 11.

14 20. Hegarty concluded in his November 27 memorandum that, "[b]ased on
15 the policy violation I affirm upholding Mr. Verstegen's recommendation to provide a
16 letter of reprimand to you regarding the emails, provide direction on the expectations for
17 behavior, and transfer you to another position when an appropriate one becomes
18 available." Ex. 11.

19 21. Fisher submitted a Formal Grievance Presentation to Hegarty dated
20 November 28, 2012, asking him to "reconsider the determination in your response to the
21 original determination documents," saying the conclusions "are not justified for the
22 negative email responses I sent," and "requesting that the determination to transfer me
23 be rescinded." *See* Exhibit 12; Ex. 5 at 143:15-18.

24 22. Fisher testified that, because of her grievance, whether to issue her a
25 reprimand was under "further review" from November 27 through December 20, 2012,
26 when a letter of reprimand was actually issued. Ex. 5 at 144:18-21; Ex. 6.

1 23. Fisher testified that Hegarty gave her a letter of reprimand
2 and I said, ‘Absolutely not. I will not accept that.’ And he says, ‘Okay.
3 Well, we have to do this. What do you want it to say? What part do you
4 want out?’ So we changed it to where it would be reasonable, and I said,
5 ‘Kevin, that will do.’ And so we moved forward with what him and I –
6 how we adjusted what was originally written by HR.

7 Ex. 5 at 134:8-14.

8 24. Fisher testified that she received and signed the letter of reprimand, which
9 she “had a hand in removing stuff” from the initial draft shown to her, and the letter she
10 received was “the letter that I would agree to signing receipt of.” Ex. 5 at 144:14-15,
11 145:11-17.

12 25. The letter of reprimand instructed Fisher to act professionally, address
13 concerns with her supervisor or the school administrator with responsibility for the
14 situation, and build positive working relationships; it did not recommend a transfer,
15 suspension, dismissal, or other changes to her employment. Ex. 6.

16 26. Fisher requested an appointment with Superintendent Quintana to review
17 the letter of reprimand when she received it on December 20, 2012. Ex. 5 at 148:10-13;
18 Ex. 6 at GESD65.

19 27. Superintendent Quintana issued a letter on January 28, 2013, noting that
20 “Hegarty decided not to request I transfer you to another position,” concluding Fisher
21 violated two District policies, and upholding “Hegarty’s decision to impose discipline
22 and the Letter of Reprimand.” *See* Exhibit 13.

23 28. Fisher did not work during the District’s winter break, which ran from
24 approximately December 20, 2012 through January 6 or 12, 2013. Ex. 5 at 17:8-12,
25 153:21-154:3.

1 29. Fisher testified her initial relationship with Rick Conrad (“Conrad”), the
2 part-time, interim replacement for Hegarty, was “very positive before the winter break.”
3 Ex. 5 at 152:24-12, 156:3-10.

4 30. Fisher testified that she performed some work outside of her job
5 description, including “[c]ontract management, setting benefits rates. There was some
6 higher-level financial analysis that I had done. There was some reorganizations that I
7 had done. There was a significant portion of work that was a much higher level than an
8 assistant would do.” Ex. 5 at 156:13-17.

9 31. Fisher testified that she continued to perform these duties in December
10 and when she returned in January from winter break, and “eventually, all work relating
11 to business and finance was removed. All work, with the exception of there were a few
12 analysis that needed to be done.” Ex. 5 at 157:6-14.

13 32. Fisher testified that she continued to perform risk management work
14 throughout January 2013. Ex. 5 at 157:15-18.

15 33. Fisher testified that typing documents and answering phones were part of
16 her job duties, and it was “not a big deal” that Conrad asked her to do those tasks. Ex. 5
17 at 182:21-23, 184:4-8, 187:6-13.

18 34. Fisher testified that Conrad could “[a]bsolutely” take away tasks outside
19 her job description, it was “[a]bsolutely” “within a supervisor’s discretion to have an
20 employee discontinue performing duties that are outside of the job description,” and “it
21 was fully within his scope to simply tell me, ‘I don’t want you to work on X, Y or Z.’”
22 Ex. 5 at 168:18-21, 186:24-187:4.

23 35. Fisher testified that from January 2013 until she left the District, her work
24 hours, rate of pay, benefits, title, and work location remained the same. Ex. 5 at 157:19-
25 158:10.

1 36. Fisher submitted a notice of resignation to the District on or about January
2 31, 2013. Ex. 4; Ex. 5 at 179:23-180:3.

3 37. Fisher testified her letter of resignation and the letter of reprimand “were
4 separate issues” and the letter of resignation was not due to her frustration that the letter
5 of reprimand would be issued, but because “my work had all been removed.” Ex. 5 at
6 189:14-24.

7 38. Fisher wrote in her letter of resignation that Conrad told her after winter
8 break that he was changing her duties and he was “dismissive” when he spoke to her.
9 Ex. 4.

10 39. Fisher testified that she received a letter from Assistant Superintendent for
11 Human Resources Barbara Goodwin (“Goodwin”) on February 19, 2016, responding to
12 her letter of resignation and a subsequent email she had sent. Ex. 5 at 197:3-19; Exhibit
13 14.

14 40. Goodwin’s letter said she had interviewed 12 employees who dealt
15 directly with Fisher and asked Conrad to respond to her concerns, and concluded that
16 “the evidence does not support that you have been subject to harassing and intimidating
17 behavior such that your work conditions are intolerable.” Goodwin also wrote,
18 “[p]lease contact me if you need information regarding transferring pursuant to the
19 District’s voluntary transfer policy or applying for any open position for which you are
20 qualified.” Ex. 14.

21 41. Fisher testified she had no information to suggest that Goodwin did not
22 speak with Conrad and did not know which employees Goodwin interviewed or what
23 they said, other than Sharon Grassi, and she believed Ms. Grassi’s comments were
24 accurately reflected in Goodwin’s letter. Ex. 5 at 203:1-8, 206:21-207:9.

25 42. Fisher testified that her last day of work was February 22, 2013. Ex. 5 at
26 16:16-21.

1 43. Fisher filed a perfected charge of discrimination on October 11, 2012,
2 assigned charge number 540-2012-03195. *See* Exhibit 15 at GESD1362.

3 44. The EEOC sent a notice of Fisher's charge to Glendale, dated October 18,
4 2012 and stamped as received by Glendale on October 23, 2012. Ex. 15 at GESD1361.

5 45. The EEOC issued a dismissal and notice of rights dated December 12,
6 2012, on charge 540-2012-03195, finding no reasonable cause that any statutes had
7 been violated. Ex. 15.

8 46. Fisher filed a perfected charge of discrimination dated September 11,
9 2013, assigned charge number 540-2013-01627. *See* Exhibit 16.

10 47. Charge 540-2013-01627 alleged discrimination based on race, color, and
11 national origin, and retaliation, and asserted she had been given a letter of reprimand,
12 "denied the remainder of the appeal process as stated in the beginning of the
13 investigation," received information she was "on a list of individuals to get rid of" and
14 "the recruitment denial" was due to her "being 'not Hispanic enough,'" her interim
15 supervisor "verbally assaulted" her and then "refused to communicate," removed her
16 work, and she was "forced to resign by constructive discharge." Ex. 16.

17 48. The EEOC issued a dismissal and notice of rights dated June 30, 2014, on
18 charge 540-2013-01627, finding no reasonable cause that any statutes had been
19 violated. Ex. 16.

20 49. Fisher described her race as "half Hispanic and half white" and more
21 specifically as "half Spanish and the other half is a mixture of Irish, Scottish, French."
22 Ex. 5 at 51:22-23, 63:4-6.

23 50. Fisher testified her race-based claim is due to the fact she is "not fully
24 Hispanic." Ex. 5 at 63:7-19.

25 51. Under Glendale policy GDQD, a letter of reprimand was considered a
26 "minor disciplinary action;" this policy provided that a complaint relating to a minor

1 disciplinary action “shall not be processed as a grievance” but allowed the employee to
2 object to it by submitting a written complaint to her supervisor’s superior, and provided
3 that the “decision of the supervisor’s superior will be final.” Ex. 6 at GESD66, 68.

4 52. The letter of reprimand quoted policy GDQD, attached a copy of GDQD,
5 and further informed Fisher that the letter would become effective immediately unless
6 she submitted a written complaint to her supervisor’s superior within five days. Ex. 6.

7 53. Fisher admitted she did not contact Goodwin about transferring to another
8 position, nor has she applied for a position at Glendale since her resignation. Ex. 5 at
9 210:8-11, 210:20-211:12.

10 54. When asked what “[o]ther actions were taken to make it difficult to come
11 to work,” she testified she was referring to “[h]aving all my work removed.” Ex. 5 at
12 222:8-11.

13 55. Fisher testified “I can’t tell you who made the decision to remove all my
14 work” and she could not recall every discussing her impression that her work had been
15 removed with Conrad. Ex. 5 at 158:18-159:17.

16 56. Fisher testified “I was told I would be paid overtime,” and she tracked her
17 hours and was paid overtime if the District required her to work “[o]n nights of budget
18 meetings or trust board.” Ex. 5 at 14:10-15:6, 16:12-13, 189:1-10.

19 57. When Conrad became Fisher’s supervisor, he instructed her not to work
20 overtime, and she acknowledged it was “appropriate managerial discretion to have an
21 employee not work overtime.” Ex. 5 at 183:1-183:3, 189:11-13.

22 58. Fisher testified she was not accusing Verstegen, Hegarty, Goodwin,
23 Goodwin’s predecessor Marcia Smith, or any employee in the human resources
24 department of any racial bias or retaliation towards her. Ex. 5 at 132:25-133:1
25 (Verstegen); 118:8-10, 137:24-138:8 (Hegarty); 111:4-8 (Goodwin); 116:8-12 (Smith);
26 108:20-109:7 (human resources).

1 59. When asked why she believed Superintendent Joe Quintana discriminated
2 against her because she was half Hispanic, Fisher testified: “[t]he way he was” after a
3 conversation Fisher had with his wife where she learned “[h]is wife is from the same
4 town where my mother is from” and “the fact that I knew I was highly qualified for the
5 [Coordinator] position.” Ex. 5 at 53:2-11, 111:24-112:9.

6 60. When asked to describe “the way he was,” Fisher testified that Quintana
7 once walked out of an office she was in and went in another entrance. Ex. 5 at 113:10-
8 23.

9 61. Fisher testified she heard maintenance workers were treated differently by
10 Quintana based on their race. Ex. 5 at 49:23-50:23.

11 62. When asked to identify practices she claimed were discriminatory, Fisher
12 testified “[t]hey -- I believe they seek to hire specifically individuals who, if I can quote
13 a board member, have the face of the district.” Ex. 5 at 35:9-13.

14 63. Fisher testified she did not know the name of the person making the
15 comment about the face of the district, or what he meant by the statement, nor did she
16 communicate with him about it later. Ex. 5 at 37:7-9, 39:5-25.

17 64. Fisher did not hear any discussion about what was meant by “the face of
18 the district” or hear how Quintana responded, nor did she have any conversation with
19 him later regarding the statement. Ex. 5 at 113:1-6.

20 65. Fisher testified she did not “remember the date” she heard the alleged
21 comment, but believed the person she alleged made the comment took office as a
22 Glendale board member in January 2013. Ex. 5 at 37:13-23.

23 66. Fisher admitted the alleged comment could have been made before the
24 person became a board member. Ex. 5 at 37:24-38:6.

1 67. Fisher testified that when she heard the statement, “I shook my head and
2 walked away” and did not ask for clarification “[b]ecause I should not have heard the
3 comment.” Ex. 5 at 39:13-22.

4 68. The District was “committed to a policy of nondiscrimination in relation
5 to race, color, religion, sex, age, national origin, and disability. . . . in all matters
6 concerning staff members,” as described in Policy AC. *See* Exhibit 17 at GESD222.

7 69. Glendale published a complaint form that could be filled out for a
8 violation of Policy AC, and “committed to investigating each complaint and to taking
9 appropriate action on all confirmed violations of policy.” Ex. 17 at GESD224-25.

10 70. Glendale also created a specific equal employment opportunity policy,
11 Policy GBA, which provided that “[d]iscrimination against an otherwise qualified
12 individual with a disability or any individual by reason of race, color, religion, sex, age,
13 or national origin is prohibited.” *See* Exhibit 18 at GESD226.

14 71. The District also created a complaint form and procedures for
15 investigating violations of Policy GBA. Ex. 18 at GESD227-29.

16 72. Fisher acknowledged that the board had adopted policies and regulations
17 prohibiting discrimination and providing procedures for employees to complain about
18 perceived discrimination. Ex. 5 at 31:11-23.

19 73. Fisher admitted having access to the District’s policies and procedures the
20 entire time she was a Glendale employee. Ex. 5 at 30:10-31:2.

21 74. Fisher admitted that only the governing board could establish policies for
22 the District. Ex. 5 at 26:20-27:8.

23 75. Plaintiff testified that she claimed Glendale’s practice was to discriminate
24 based on “statements from employees,” “a conversation that I heard,” “other
25 employment things that I’ve seen,” and “my applying for the human resource position.”
26 Ex. 5 at 35:14-24.

1 76. Plaintiff testified that one employee, who had no hiring authority, said it
2 was “upsetting” what “they” had done to Plaintiff, but Plaintiff did not ask what she
3 meant by that phrase, admitted this statement did not refer to race, and testified there
4 were no other “statements from employees” upon which she based her claim of
5 discriminatory practices. Ex. 5 at 41:1-22, 42:6-20.

6 77. Plaintiff testified the “conversation that I heard” referred to the statement
7 about the “face of the district.” Ex. 5 at 40:6-9.

8 78. Plaintiff testified that “other employment things” referred to her statement
9 that she “heard about” Quintana treating maintenance employees differently. Ex. 5 at
10 49:9-50:3.

11 79. The Coordinator for Classified was exempt from the FLSA and had job
12 duties which included transferring and assigning employees, managing a department,
13 and supervising other employees. Ex. 7; *see* Exhibit 19.

14 80. Sanchez received a contract for a certain term and a salary of \$61,845 for
15 the 2012-13 school year on an exempt pay scale, and was subject to a liquidated
16 damages provision if she resigned prior to the end of the contract term. Ex. 7.

17 81. Plaintiff earned \$6,319.10 from Glendale in 2013 for her employment
18 from January 1, 2013 through February 21, 2013 (which equates to an annual amount of
19 approximately \$45,136.43). *See* Exhibit 20.

20 82. Plaintiff testified she earned approximately \$45,000 annually at Glendale.
21 Ex. 5 at 16:12-15.

22 83. Plaintiff’s job description identified the Administrative Assistant position
23 as existing to provide “administrative and secretarial support” and communicate
24 information on behalf of the supervising administrator; it did not identify any
25 supervisory responsibilities. *See* Exhibit 21.

CERTIFICATE OF SERVICE

I hereby certify that on December 5, 2016, I electronically transmitted the attached document to the Clerk's Office using the CM/ECF system for filing with electronic transmittal to the following:

Jessica J. Burguan
Brian M. Strickman
BURGUAN STRICKMAN LAW, PLLC
2910 N. 7th Avenue
Phoenix, AZ 85013
Attorneys for Plaintiff

/s/ Pauletta J. Seitz

Exhibit Index

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Exhibit 21	Administrative Assistant – Business Services Job Description

Exhibit 1

Glendale Elementary School District
7301 N 58th St
Glendale, AZ 85301

NOTICE OF INDEFINITE TERM APPOINTMENT

NAME: Kimberly Fisher
GRADE/RANGE: Grade 35 Range 5
HOURS PER DAY 8.00
HOURLY RATE: \$17.12

You are hereby notified that the Glendale Elementary District intends to employ you for the position of Administrative Assistant, beginning 01/07/11 at the rate of \$17.12 per hour. The wage and hour information included in this notice of appointment is used for budget and payroll purposes only and does not create a contract.

Your employment is "at will" and may be terminated by the District, or by you, with or without cause. Termination shall become effective upon Board action. No legitimate expectation of continued employment is created by this notice of appointment, understandings with the District or its agents, interpretations of Board policies, salary/compensation schedules, job descriptions or documents generated by the District. You are expected to comply with the District's policies, regulations and rules while you are employed.

This appointment is contingent upon final approval of the 2010-2011 budget as required by Arizona Law (A.R.S. § 15-905). The above wage is subject to the condition that funding to the District, as provided in the Arizona Revised Statutes or otherwise, is not reduced. In the event of a budget shortfall the Governing Board may, in its discretion, reduce wages (although not below the minimum wage), reduce hours, or reduce the number of staff.

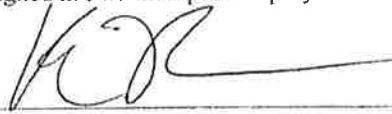
You shall not discriminate against any employee, student, parent, contractor or other individual with whom you come in contact while working for the District because of that person's sex, race, religion, color, national origin, age or disability.

This appointment is subject to cancellation pursuant to A.R.S. § 38-511.

This offer of appointment is contingent upon the following:

- a. Possession of a valid fingerprint clearance card issued pursuant to A.R.S. § 15-1758, or provide proof of compliance with A.R.S. 15-534(a)(2);
- b. Absence of any charge or conviction of any dangerous crime against children as defined in A.R.S. § 13-604.01 or A.R.S. § 15-512, and agreement to notify immediately the Superintendent of any such criminal charge or conviction which has occurred prior to or occurs during your employment;
- c. Completion of a satisfactory background investigation, reference checks and verification of previous experience; and
- d. Satisfactory clearance through the federal E-Verify program

If the notice of appointment is not returned to the District's Human Resources Office within **ten (10) days** from the date issued by the Governing Board or includes terms in addition to those authorized by the Governing Board, the undersigned has not accepted employment with the District, and this **appointment** shall be null and void.



Employee Signature
Sara Smith
By _____
Governing Board Clerk

Date: 1/7/11
Date Issued: 2-10-11



February 18, 2011

Kimberly Fisher
2745 W Villa Rita Dr
Phoenix, AZ 85053

Dear Kimberly,

This is to notify you that on 2/10/2011 the Glendale Elementary School District Governing Board formally approved you as a new hire for the position of ADMAST.

We welcome you and are delighted that you have decided to join our outstanding team of educators. We look forward to the opportunity of working with you.

If you have any questions please feel free to call Human Resources at 623-237-7100.

Sincerely,

A handwritten signature in cursive script that reads "Marcia Smith".

Marcia Smith, Ed.D.
Assistant Superintendent to Human Resources

MJS//kv

cc: Personnel File

Exhibit 2

Human Resources

GRADE/RANGE: Grade 35 Range5
HOURS PER DAY: 8
HOURLY RATE: \$17.12

Date: _____

By

Sara Smith

Date Issued: 5/19/2011

Governing Board Clerk

Exhibit 3

Glendale Elementary School District
7301 North 58th Avenue
Glendale, AZ 85301

Received
MAY 24 2012
Human Resources

NOTICE OF INDEFINITE TERM APPOINTMENT

NAME: **Kimberly Kay Fisher**
GRADE/RANGE: Grade 35 Range5
HOURS PER DAY: 8
HOURLY RATE: \$17.12

You are hereby notified that the Glendale Elementary District intends to employ you for the position of **Administrative Assistant**, beginning 7/1/2012, at the rate of **\$17.12** per hour. The wage and hour information included in this notice of appointment is used for budget and payroll purposes only and does not create a contract.

Your employment is "at will" and may be terminated by the District, or by you, with or without cause. Termination shall become effective upon Board action. No legitimate expectation of continued employment is created by this notice of appointment, understandings with the District or its agents, interpretations of Board policies, salary/compensation schedules, job descriptions or documents generated by the District. You are expected to comply with the District's policies, regulations and rules while you are employed.

This appointment is contingent upon final approval of the 2012-2013 budget as required by Arizona Law (A.R.S. § 15-905). The above wage is subject to the condition that funding to the District, as provided in the Arizona Revised Statutes or otherwise, is not reduced. In the event of a budget shortfall the Governing Board may, in its discretion, reduce wages (although not below the minimum wage), reduce hours, or reduce the number of staff.

You shall not discriminate against any employee, student, parent, contractor or other individual with whom you come in contact while working for the District because of that person's sex, race, religion, color, national origin, age or disability.

This appointment is subject to cancellation pursuant to A.R.S. § 38-511.

This offer of appointment is contingent upon the following:

- Possession of a valid fingerprint clearance card issued pursuant to A.R.S. § 15-1758, or provide proof of compliance with A.R.S. 15-534(a)(2);
- Absence of any charge or conviction of any dangerous crime against children as defined in A.R.S. § 13-604.01 or A.R.S. § 15-512, and agreement to notify immediately the Superintendent of any such criminal charge or conviction which has occurred prior to or occurs during your employment;
- Completion of a satisfactory background investigation, reference checks and verification of previous experience;
- Satisfactory clearance through the federal E-Verify program;
and
- Possession of any certificates, endorsements, or licenses requisite for the position

In addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate you for work performed during any period when such contingencies have not been met and the District may deduct amounts paid to you attributable to such period from any other monies owed to you by the District.

If the notice of appointment is not returned to the District's Human Resources Office within **ten (10) days** from the date issued by the Governing Board or includes terms in addition to those authorized by the Governing Board, the undersigned has not accepted employment with the District, and this appointment shall be null and void.

By Sara Smith
Governing Board Clerk
[Signature]
Employee Signature

Date Issued: 5/11/2012

Date: 5/16/12

Exhibit 4

January 31, 2013

Dr. Barbara Goodwin
Assistant Superintendent for Human Resources
Glendale Elementary School District No. 40
7301 N. 58th Avenue
Glendale, AZ 85053

Dear Dr. Goodwin,

Per the employee hand book I am submitting my 15 day notice of resignation due to constructive discharge. I assume it is 15 work days required. This would make my last day February 21, 2013. As we have gone through the process of the EEOC complaint I filed in 2012 and the events leading up to the filing I have had several medical problems relating to stress. Even through the problems, I was still able to contribute to the district in my position with the support of Mr. Hegarty. When he left I was concerned but after talking with Mr. Quintana just before the break I found a new hope that we could resolve any issues and make it through the transition. I am now under a greater stress than ever before and have started to have additional medical issues. Asside from the notable breakout in my skin due to stress my doctor has also refered me to a specialist because I am now having other medical problems with the increased stress. Upon returning from the winter break it quickly became clear that my new found hope of a positive new year was not going to be the case. Mr. Conrad made it quite clear that his agenda was not to include any of the work I had done in the past two years. Per his statement "you have been an administrator from a secretarial position and since you don't know the place of an Administrative Assistant I am taking your duties down to a secretary". In the weeks that have followed, my time at the district when Mr. Conrad is in the office, have become increasingly uncomfortable. If he speaks to me at all it is dismissive or degrading in nature. In the few meetings I have been in where he is also in attendence he spends the time rolling his eyes and acting discusted by anything and everything I say. An example of this was when we met outside of the leadership meeting regarding the Trust Board. Mr. Quintana requested I meet you during leadership. He stated your group would come out of the meeting so we could talk. It was not something that I planned he wanted my input because I have done much of the work over the last two years. With Mr. Conrad's actions I simply walked away because my presence was obviously not wanted. I emailed my recommendations to the Superintendent. Again later in our department staff meeting he did the same thing though this time, it was not me that noticed but one of the Directors. After the meeting they checked on me to see if I was ok. When I told him his behavior had been noticed he stated it was not appropriate for me to be talking to the Directors. For the past two years I have been a key factor in the success of communication between the support center Directors and the Business Office. If Mr. Hegarty was not available I was often able to assist the Directors and now it's not even appropriate for me to talk with them. I also have to refer individuals from other departmentswho have depended on me for the past two years to Mr. Conrad but when they ask what his schedule is I have to

tell them I don't know because I only occasionally know his schedule. I have even had to tell the Superintendent that I didn't know when he was going to come in because he doesn't even speak to me for the most part. It has gotten so bad that I told the Superintendent that if they wanted to put me doing another job while I look for other employment it would be fine because Mr. Conrad is so dismissive to me and only me that it is obvious I cannot contribute as a part of a workable team. I have done what I can to remain positive and provide service when possible including additional services as requested by the superintendent, but I physically just can't continue. With my education and experience, I have a lot to contribute to the District; this has been displayed by the many projects I have completed over the last two years. From Benefit renewals to negotiating contracts and facility reorganization much of my actions have enriched the lives of our students and employees, it is unfortunate that I will not be able to continue such contributions.

With regrets,

A handwritten signature in black ink, appearing to read 'K. Fisher', with a long horizontal line extending to the right.

Kimberly K. Fisher

Cc: file

Exhibit 5

In The Matter Of:
Fisher vs.
Glendale Elementary School

Kimberly Fisher
September 21, 2016

Griffin & Associates Court Reporters, LLC
2398 E. Camelback Road
Suite 260
Phoenix, AZ 85016

Original File KF092116.txt

Min-C-Script® with Word Index

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1] Q. And prior to your starting at Glendale Elementary
2] School District, were you going to school at DeVry?
3] A. Yes.
4] Q. And did that continue while you were employed at
5] Glendale Elementary?
6] A. Yes.
7] Q. Were you a full-time student or part-time student
8] while you were an employee of Glendale Elementary?
9] A. It's classified as a full-time student.
10] Q. About how many hours -- do they do semesters or how
11] do they do it?
12] A. Theirs is different. I don't know. It's kind of
13] hard to explain. They changed programs several times. They
14] do -- I believe they're nine-week blocks. They are a
15] combination of day and/or night and online classes. Some
16] classes you take -- to be perfectly honest, I had classes
17] that were at three o'clock in the morning because they were
18] with other students that were in other countries.
19] So it's just kind of their program. It's
20] not -- it's a nine-week, and I'm not sure if that's
21] considered a semester or a course. They're -- they're named
22] differently.
23] Q. All right. At any time while you were working for
24] Glendale Elementary, did you take classes that required you
25] to miss time at work?

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1] A. I don't believe so. Any time that I needed to take
2] for a test or anything, I would have worked with Kevin
3] Hagerty, my supervisor at the time, and would have, you know,
4] taken leave if I needed to take a class or a test or --
5] Q. All right. Since you've got your master's, have
6] you obtained any other certifications, like a CPA?
7] A. No. I do need to do that, though. I am qualified
8] to sit for the CPA exam. That's the direction I -- as soon
9] as things slow down at work, I'll probably do.
10] Q. Okay. While you worked at Glendale Elementary
11] School District, can you tell me what your typical work
12] schedule was?
13] A. It varied based on time of year what was needed. I
14] think, officially, the time was like 8:00 to 4:30, with a
15] half hour lunch. That's generally a standard school district
16] schedule.
17] When I interviewed and when I accepted the
18] position, I was told that there would be -- I would need to
19] flex or move time around because of budget meetings, trust
20] board meetings, other -- whatever meetings I was needed to be
21] in. And so it was kind of more -- it wasn't a rigid -- 8:00
22] to 4:30 was scheduled, but it wasn't rigid to the extent
23] of -- you know, I mean, I clocked in and out for all hours
24] worked --
25] Q. Right.

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1] A. -- at the site.
2] Q. And so if there was a need to attend a board
3] meeting or something outside of the 8:00 to 4:30 schedule,
4] how would you do that?
5] A. We had an additional overtime budget. And I
6] just -- I just stayed, clocked in, and worked.
7] Q. So there was no flex time then? It was --
8] A. No, we did not flex. It was flexible in being able
9] to get sleep, as well, type thing. If we had a meeting that
10] stayed very late, Kevin didn't have an issue with me coming
11] in at maybe nine instead of eight. But I still worked my
12] eight-hour day. Some days were up to ten, twelve hours.
13] I believe we had a -- I don't have an exact
14] amount, but it should be in the budget records of roughly
15] \$6,000 for overtime.
16] Q. Over what period of time would you say?
17] A. Every year we have that same budget. That's only
18] the budget I know out of the finance side. I was half funded
19] out of risk management.
20] Q. Okay. Do you recall what your final rate of pay at
21] Glendale Elementary was?
22] A. I do not. I believe it was just shy of \$20 an
23] hour, but I don't know exactly, not off the top of my head.
24] It's been many years.
25] Q. All right. I'll tell you, you've indicated in the

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1] process of this case it was \$17.32 an hour.
2] A. Oh, okay. That could be. I don't have an exact
3] amount. So -- I mean, I don't -- I don't -- it's been since
4] 2013 that I worked there. I don't remember the hourly rate.
5] I know I provided the records.
6] Q. All right. So you're not saying something
7] different than the records you've provided in the case?
8] A. No. Those are the records. I don't -- I don't
9] have an exact amount in my head of what it was. It's
10] whatever records we provided there, they're noted.
11] Q. Okay.
12] A. I believe my annual with the overtime, the one year
13] I can remember, was roughly 45, I think. I don't have exact
14] amounts. They should all be in the records that were
15] provided.
16] Q. Do you recall when your last day of work at
17] Glendale Elementary was?
18] A. The 22nd, I believe, of February. I just know the
19] 22nd because I had to write the letter.
20] Q. Of 2013?
21] A. Yes.
22] Q. Okay. While you were an employee of Glendale
23] Elementary, say when you came back from winter break around
24] January of 2013 or so --
25] A. Yes.

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1] Q. -- were you looking for other employment in that
2] time?
3] A. Initially, no. But it quickly became clear that I
4] needed to, yes.
5] Q. When do you recall starting to look for alternative
6] employment?
7] A. Almost immediately when we got back.
8] Q. And you would have returned early in January of
9] 2013?
10] A. Depending on the schedule, yeah. The fall break
11] is -- or the winter break is generally like the 6th or the
12] 12th. It depends on the school. I don't know the date.
13] Q. Okay. But your testimony is that you started to
14] look for alternative employment almost immediately after
15] returning --
16] A. I don't --
17] Q. -- from winter break; correct?
18] A. I don't -- I don't know if I did or didn't. I'd
19] have to look at my records and what I provided or I'd have to
20] look in my applications. I know that -- you know, honestly,
21] I don't know when I started looking. But it was early in --
22] as soon as I realized I needed to find an alternative place
23] to be.
24] When things started to get extremely hostile,
25] work was removed, as -- as things got very hostile at work, I

1] A. I remember --
2] Q. -- early in January of 2013?
3] A. I remember it was early in the year. I cannot say
4] it was January. I cannot say it was February. But it was
5] early in the year. I'm guessing because if I -- if I
6] resigned as of February 22nd, I gave them a full three-weeks'
7] notice. It would have -- it would have had to have been
8] extreme for me to have taken that action.
9] Q. Okay.
10] A. So that's --
11] Q. Ma'am --
12] A. -- the best I can tell you.
13] Q. -- I'd like you to answer my question. Okay? My
14] question is: What date, as best you can remember, did you
15] begin looking for work while you were still a Glendale
16] Elementary School District employee?
17] A. I do not have an exact date.
18] Q. Okay. But you remember it was in January 2013?
19] A. I remember it was early in the year. I cannot say
20] it was January.
21] Q. After you gave the letter of resignation, did you
22] look for work during that three-week window?
23] A. I provided a letter of constructive discharge. I
24] don't know if I did any applications. I can't say I didn't
25] because I don't know. And I was hoping that an alternative

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1] started looking, yes.
2] Q. Okay. You understand that you're here to answer
3] questions today about your lawsuit; right?
4] A. Yes, I do.
5] Q. And you're obligated to tell me everything you
6] remember. You understand that; don't you?
7] A. I do understand that.
8] Q. Okay. And if you tell me you don't remember, and
9] then you subsequently have, you know, a perfect recall of
10] events, I'm going to read this deposition transcript to show
11] the jury what you testified to today. Do you understand
12] that?
13] A. I do understand that.
14] Q. All right.
15] A. And that's why I'm telling you, we need to refer to
16] the records. I don't have an exact date of when I started
17] looking. I don't have that exact date.
18] Q. What you've told me is that your best recollection
19] is that you started looking for work almost immediately after
20] you returned from winter break; is that correct?
21] A. It was early after I returned when things became
22] hostile.
23] Q. Okay.
24] A. I don't have an exact date.
25] Q. But you remember it was --

1] would have been found rather than having to leave.
2] Q. Were you just sitting around for that three-week
3] period?
4] A. Doing whatever they asked me to do.
5] Q. I mean, as far as looking for alternative work?
6] A. I don't recall.
7] Q. You have no recollection at all --
8] A. No. I would have to --
9] Q. -- as you sit here today --
10] A. I would have to look at the records. I do not -- I
11] know --
12] Q. What records would you have to look at?
13] A. When I pulled all of my applications --
14] Q. What records would you have to look at?
15] A. When I pulled all of my applications that I had
16] applied for, I don't believe I discriminated whether they
17] were after I left or before. So I pulled everything and
18] provided it. I believe there was over 208 applications
19] between -- or that I provided.
20] Q. Those are all -- all that you've already identified
21] in this lawsuit?
22] A. I believe so, yes. I -- if there were anything
23] else, I could go back and look through e-mails if they still
24] exist. I don't know. But I --
25] Q. Did you do that already?

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1] A. Yes.
2] Q. -- can you point to me any difference in employee
3] benefits between Glendale Elementary when you left and
4] Arizona Department of Emergency and Military when you began
5] that you consider to be important?
6] A. Between those two positions? A deviation from a
7] career path. But beyond that --
8] Q. As far as financial benefits, any material
9] differences in financial benefits that were important to you?
10] A. Well, the deviation leaving the school district
11] would set me back in my career choice, yes.
12] Q. Okay. I'm not talking about your preferred career
13] path. I'm talking about employee benefits that you received
14] while working at Glendale Elementary School District.
15] A. I cannot speak to the benefits, whether they were
16] richer benefits or lesser benefits. I can't speak to that.
17] I would have to look at them side by side.
18] Q. Okay. So as you sit here today, can you tell me
19] any difference in the richness of the benefit that was
20] offered to you at Glendale Elementary and the Arizona job
21] that you took after that?
22] A. In referring to employee benefits, without
23] comparing both plans side by side, I cannot.
24] Q. All right. And it's fair to say that you haven't
25] done that in response to our questions that we've sent to

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1] you; correct?
2] A. I don't believe I've seen that question
3] specifically.
4] Q. Okay. All right. Have you ever provided, in this
5] litigation, anything that compares the richness of the
6] benefits that you received at Glendale Elementary to those
7] you received at the Arizona Department of Emergency and
8] Military?
9] A. I don't believe I've been asked that, and I don't
10] believe I have provided that.
11] Q. All right. Do you profess to have any familiarity
12] with how school district policies operate?
13] A. Yes.
14] Q. Okay. And what's the basis for your familiarity
15] with that?
16] A. My work at Glendale El, my work with Phoenix Union,
17] and currently as a sitting board member.
18] Q. Okay. And to your understanding, who is it that
19] establishes board policy?
20] A. The governing board generally establishes. They
21] definitely approve board policy based on the legislature's
22] requirement and statute.
23] Q. Okay. It's your understanding that only the
24] governing board can approve policy for that district;
25] correct?

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1] A. Correct.
2] Q. For example, Glendale Elementary School District,
3] while it may receive a recommendation from the administration
4] or the Arizona School Boards Association or some other
5] source, ultimately, only the Glendale Elementary School
6] District governing board establishes policy for that
7] district?
8] A. That is correct.
9] Q. And the same would be true for the district where
10] you're a board member?
11] A. That is correct.
12] Q. And that's your understanding of how it works
13] throughout the state of Arizona with public school districts?
14] A. That is correct. However, I mean, policy can't
15] trump law. We can't set a policy that goes against law. But
16] yes.
17] Q. Sure. Okay. Let me show you what's been marked as
18] Exhibit 2 to your deposition. It's -- I'll take Exhibit 1
19] back if you're done with that.
20] Why don't you just take a minute and look at
21] that. And while you're looking at it, I'll say that it is
22] several pages that are Bates stamped GESD222, 223, 224, 225,
23] 226, 227, 228 through 229.
24] Let me know when you've had a chance to look
25] over that.

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1] A. They are standard ASBA policies.
2] Q. All right. So, for example, Bates stamp page 222,
3] do you recognize that as Glendale Elementary School
4] District's policy AC on Non-Discrimination slash Equal
5] Opportunity?
6] A. I know that it is a ASBA policy that is sent to
7] districts. It doesn't have a date of adoption, so I don't
8] know when it was adopted or if it was adopted. And I do see
9] it's Glendale at the bottom. I'm assuming it was from the
10] ASBA website and the policy bridge.
11] Q. So you understand that many school districts belong
12] to an organization called the Arizona School Boards --
13] A. Yes.
14] Q. -- Association --
15] A. Yes.
16] Q. -- correct?
17] A. And that's why I'm saying that. Because it has a
18] copyright, that tells me it's an ASBA policy.
19] Q. Okay. And ASBA maintains a website that lists the
20] policy manuals of its member districts?
21] A. I have become quite familiar with it, yes.
22] Q. And when a policy is printed out, it, on the bottom
23] line of the page, indicates which district the policy
24] pertains to; correct?
25] A. I didn't know that.

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1] Q. Okay.
2] A. But I will take your word for it.
3] Q. All right. And this one, this document shows in
4] the bottom -- the text on the bottom of the page, "GLNDLESD
5] slash 35." Do you see that?
6] A. Yes, it does.
7] Q. And you understand that to refer to Glendale
8] Elementary School District No. 35?
9] A. Now, that you told me that, yes.
10] Q. All right. And as to policy AC, it indicates that
11] it was adopted as of the date of the manual adoption. Do you
12] see that?
13] A. It does say, "date of manual adoption," but I don't
14] know what date that was.
15] Q. All right. And you know that Glendale Elementary
16] School District's policy is one of nondiscrimination in
17] relation to race, color, religion, sex, age, national origin,
18] and disability; correct?
19] A. That is what this policy states.
20] Q. Okay. And that this policy will prevail in all
21] manners concerning staff members. That's what it says as
22] well; correct?
23] A. This is what it states.
24] Q. And do you have any claim that there is an
25] alternative policy that the Glendale Elementary School

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1] District governing board has adopted with respect to
2] nondiscrimination or equal opportunity?
3] A. I do not believe their policy -- any policy has
4] been adopted. A practice has, however.
5] Q. All right. We'll talk about practice in a minute.
6] Let's stay on the policy and what the board has approved.
7] The second page of that exhibit is a
8] regulation that goes with the policy; correct?
9] A. That is what it is.
10] Q. Okay. As an employee of Glendale Elementary School
11] District, did you have access to its board policies and
12] regulations?
13] A. I believe I could have accessed them. At the time,
14] I accessed what I was asked to.
15] Q. Okay. Do you recall making any effort to review on
16] your own Glendale Elementary School District governing board
17] policy?
18] A. I did as needed, yes.
19] Q. You knew where to go to get it?
20] A. I learned.
21] Q. Okay.
22] A. Over time.
23] Q. You had access to those policies when you needed
24] to; correct?
25] A. Everyone has access to these policies.

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1] Q. Including you?
2] A. Yes.
3] Q. During the entire time you were an employee of
4] Glendale Elementary School District?
5] A. Yes.
6] Q. All right. Now, the regulation, which is Bates
7] stamped 223 in the bottom right-hand corner, indicates that
8] any person who feels unlawfully discriminated against could
9] file a complaint with the superintendent; right?
10] A. That is what it states.
11] Q. Okay. And it also states there, right under the
12] Complaint Procedure, that the District is committed to
13] investigating each complaint and to taking appropriate action
14] on all confirmed violations of policy. Do you see that?
15] A. That is what this states.
16] Q. And you understand that to be the board-approved
17] approach for Glendale Elementary School District on
18] investigating complaints of discrimination; right?
19] A. That is what this states.
20] Q. All right. And that's what the board has approved,
21] to your understanding; right?
22] A. According to this, as of this date, yes, that is
23] what this states.
24] Q. All right.
25] A. I can only assume it was -- if it was back then, I

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1] don't know.
2] Q. Okay. All right. If you'd look at the page that's
3] Bates stamped 226. Do you see that?
4] A. Uh-huh.
5] Q. Is that a "yes"?
6] A. I do see this, yes.
7] Q. All right. Now, do you understand policies have
8] lettering? Like the first page of this exhibit has a letter
9] of "AC."
10] A. Uh-huh.
11] Q. And page 226 has a lettering of "GBA."
12] A. Yes.
13] Q. Do you understand what those letters refer to?
14] A. I'm still learning what they are. As a board
15] member, I'm becoming more familiar with them. Back then, no,
16] I was not as familiar.
17] Q. Okay.
18] A. I know they reference the different areas that they
19] cover.
20] Q. All right. So policy GBA is titled "Equal
21] Employment Opportunity"; correct?
22] A. It is.
23] Q. And this also indicates it was adopted as of the
24] date of the manual adoption; right?
25] A. That is what it states.

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1] Q. And this policy GBA indicates that the Glendale
2] Elementary School District governing board policy was that
3] discrimination against an employee by reason of race, color,
4] religion, sex, age, or national origin is prohibited?
5] A. That is what this states.
6] Q. Okay. And that the district's policy is that
7] efforts will be made in recruitment and employment to ensure
8] equal opportunity in employment for all qualified persons?
9] A. That is what this states.
10] Q. Do you have any information that would indicate
11] that this policy GBA was not in place while you were a
12] Glendale Elementary School District employee?
13] A. I do not have that information.
14] Q. Do you have any information, as you sit here today,
15] about any other board-approved policy dealing with equal
16] employment opportunities specifically?
17] A. I do not have any other information.
18] Q. All right. So policy AC is a nondiscrimination
19] equal opportunity policy that applies to matters concerning
20] staff, students, the public, education programs and services,
21] and individuals with whom the board does business. Do you
22] see that language?
23] A. Uh-huh.
24] Q. Is that a "yes"?
25] A. I do see that.

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1] Q. Okay. And policy GBA is more specific in that it
2] deals with employments?
3] A. Yes. These are standard policies.
4] Q. Right.
5] A. Yes.
6] Q. As opposed to the broader policy AC, which covers
7] not only employment, but students and other interested
8] parties that deal with the district; correct?
9] A. Yes, these are.
10] Q. Okay. And do you have any understanding that
11] Section A in the policy manual deals with general policies?
12] A. I would have to look to reference. If you tell me
13] that, I would take you at your word. I don't know that.
14] Q. I'm just asking you if you know or you don't know.
15] A. No, I do not.
16] Q. Okay. And the policies that begin with the letter
17] G, do you have any understanding that those relate to
18] personnel specifically?
19] A. I do not have the lettering memorized, no. I look
20] them up if I need to see something. I don't have them
21] memorized.
22] Q. Okay. That's not my question whether you have them
23] memorized. I want an answer to my question.
24] A. I do not know for a fact that "G" refers to
25] employee or "A" refers to everything.

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1] Q. Okay.
2] A. If you tell me that's what it is, I will take you
3] at your word. I can look it up on ASBA, and it says what it
4] is. I don't know.
5] Q. All right. Are you claiming any knowledge about a
6] Glendale Elementary School District practice that is
7] inconsistent with its policy of Equal Employment Opportunity?
8] A. Yes, I believe their practices are.
9] Q. Okay. And tell me about which practices you're
10] referring to.
11] A. They -- I believe they seek to hire specifically
12] individuals who, if I can quote a board member, have the face
13] of the district.
14] Q. Okay. Any other information that you are relying
15] on to support your claim that the Glendale -- well, is it
16] your claim that Glendale Elementary School District practice
17] was to discriminate?
18] A. I believe it was, yes.
19] Q. Okay. And you base that on what information
20] besides this comment?
21] A. I base it on statements from employees. I base it
22] on a conversation that I heard. I base it on other
23] employment things that I've seen. I base it on my applying
24] for the human resource position.
25] Q. Anything else?

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1] A. Not that I can remember off the top of my head.
2] I'd have to look back through the records. There's a lot of
3] information, a lot of things that occurred, and it was many
4] years ago.
5] Q. Okay. You understand this is your chance to tell
6] me what you remember about the claims you're making in the
7] lawsuit; right?
8] A. I do understand that.
9] Q. You're here to tell me the truth and the whole
10] truth --
11] A. I am here --
12] Q. -- as you remember it.
13] A. -- to answer your questions as I remember. It's
14] been many years.
15] Q. I'm going to remind you that I'm going to read this
16] transcript to the jury, if we get to that point. And if your
17] answer is you don't know today and that's not your answer
18] some other time, I'm going to read that to the jury. Do you
19] understand that?
20] A. My answer will be that I need to look at the
21] records if I am to tell you something different than what I
22] exactly remember. It's been many years and there were many
23] occurrences.
24] Q. All right.
25] A. I can tell you specifically of a conversation where

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1] I overheard the superintendent speaking about hiring people
2] who were of Hispanic descent.
3] Q. Okay. The instances that you referenced was that
4] something that they -- someone wanted to hire an individual
5] that reflected the face of the district?
6] A. That is correct.
7] Q. Okay. And who did you hear make that comment?
8] A. I heard the comment several times from -- I can't
9] remember his name. He was -- at the time I worked with
10] Glendale, he met with Joe often. I don't know his name. I
11] believe he's a board member now. Samaniego maybe. I don't
12] remember his -- I think it's Samaniego.
13] Q. Okay. As you sit here today, can you tell me who
14] you claim made that statement? Do you know?
15] A. I don't remember his first name. I believe his
16] last name is Samaniego. And I believe he is a -- I haven't
17] watched their board. But I believe he was a board member at
18] the time that I left, but not at the time I applied. He was
19] a friend, I guess, of the superintendent's.
20] Q. Do you know when this individual supposedly became
21] a Glendale Elementary School District governing board member?
22] A. He would have been in the election of 2012, taking
23] office January of 2013.
24] Q. Okay. And did you hear him make this statement
25] prior to taking office?

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1] A. He had -- I had -- I don't want to say something
2] that's not accurate. I'm trying to think back. I don't
3] remember the date. I'm not going to say when he said it
4] because I don't remember the date.
5] Q. It could have been before he was a board member?
6] A. Yes.
7] Q. Okay.
8] A. He was, I believe, a board member before as well,
9] but I don't know that for sure.
10] Q. Okay. So just so I'm clear, you're not able to
11] testify with any certainty today whether this person that you
12] believe --
13] A. I cannot give you a date. I cannot give you a
14] date.
15] Q. Please let me finish my question.
16] A. Okay.
17] Q. You're not able to testify with any certainty here
18] today whether this person, who you're not even sure the name
19] of, made this comment while he was a board member or not;
20] correct?
21] A. I can tell you he definitely said it while he was a
22] board member, but it wasn't the time I heard it. Because it
23] is actually in the board minutes of a meeting because he said
24] it in a board meeting.
25] Q. Okay.

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1] A. So he has said it more than once. I can tell you
2] definitely he said it in a meeting.
3] Q. Were you present at that meeting?
4] A. No.
5] Q. The time --
6] A. But it's in the minutes.
7] Q. -- you're claiming you heard him say this
8] personally, you're not able to say --
9] A. I cannot give you that date, no.
10] Q. -- when the date was or whether he was a board
11] member at the time?
12] A. No. I cannot give you the date.
13] Q. All right. What did you do when you heard him make
14] this statement?
15] A. I shook my head and walked away, as in my position,
16] there was nothing I could do.
17] Q. Did you ask for any clarification about what he
18] meant by --
19] A. No.
20] Q. -- the "face of the district"?
21] A. Because I should not have heard the comment, so I
22] did not ask. I just walked away.
23] Q. Did you hear any explanation from him about
24] explaining the meaning of the phrase, "face of the district"?
25] A. No.

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1] Q. How did you interpret that comment?
2] A. He wanted people that looked more Mexican versus
3] Spaniard. That's what the majority of our student population
4] are, from Mexico. A lot of them are from Mexico. Or of
5] Mexican descent versus Spaniard.
6] Q. And what about the comment or the circumstances led
7] you to draw that meaning from his comment?
8] A. Because during the time that I worked in the
9] district, that was the prevailing atmosphere.
10] Q. Did you have any other dealings with Mr. Samaniego?
11] A. No.
12] Q. You also said that you are basing your claim that
13] the district's practice was other than its policy based on
14] statements from employees.
15] A. Uh-huh.
16] Q. Okay. Which statements?
17] A. Well, after the -- after the -- my application for
18] the coordinator position was not moved forward, I had
19] employees in human resources comment that it was upsetting
20] what they had done to me.
21] Q. Okay. Is that the comment that they made, "It was
22] upsetting what they had done to you"?
23] A. Uh-huh.
24] Q. Is that a "yes"?
25] A. Yes.

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1] Q. All right. And which employee made that comment to
2] you?
3] A. I wish I had an employee roster so I could remember
4] all their names. It's been a long time. I know she's
5] Barbara's assistant.
6] Q. As you sit here today, you can't remember her name?
7] A. No. I'm drawing a blank. But I know she is
8] Barbara's assistant, and she, I believe, still is.
9] Q. And did Barbara's assistant at the time, to your
10] understanding, have hiring authority?
11] A. No.
12] Q. Was she involved, to your understanding, with the
13] selection process for the coordinator position?
14] A. Not to my knowledge. She works in human resources.
15] Q. All right. Did you ask her what she meant by the
16] phrase, "It was upsetting what they had done to you"?
17] A. No. I don't think we had a long discussion about
18] it. To be perfectly honest, during the time, I spent a lot
19] of time crying.
20] Q. That phrase doesn't, on its face, relate to
21] anything regarding race; does it?
22] A. That statement alone, no.
23] Q. It doesn't relate to a national origin on its face;
24] does it?
25] A. That statement alone, no.

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1] Q. It doesn't relate to color on its face; does it?
2] A. That statement alone, no.
3] Q. Or doesn't relate to anything regarding possible
4] retaliation on its face; does it?
5] A. That statement alone, no.
6] Q. All right. Any other statements from employees
7] that you are referring to when you listed that?
8] A. That it's -- when I say it's statements, it's also
9] the atmosphere.
10] Q. Okay. We'll talk about atmosphere in a minute,
11] then, if that's something else you're going to add to your
12] list. I want to talk about statements.
13] A. Okay.
14] Q. You've told me this one statement. Any other
15] statements that --
16] A. That's the only --
17] Q. -- you believe -- that you're referring to when you
18] say the district's practice does not match its policy?
19] A. That's the only employee statement that comes to
20] mind. If there's anything else, I would have documented it
21] in an e-mail, and it would have already been provided.
22] Q. All right. And this statement was made
23] approximately when?
24] A. During the first round of the coordinator for
25] classified position.

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1] Q. Which was approximately when?
2] A. I don't have the date in front of me.
3] Q. Okay.
4] A. It should be in the records. If you tell me the
5] date -- I provided dates for everything. So --
6] Q. Do you remember applying for the coordinator for
7] classified position around April of 2012?
8] A. That sounds about right. It was early 2012.
9] Q. Okay. Was that about the time this comment would
10] have supposedly been made?
11] A. If I applied in April, it probably would have been
12] in May because it was during the first round of interviews.
13] Q. May of 2012?
14] A. That's correct.
15] Q. Okay. You also referenced conversations that you
16] claim to have heard as a basis for saying that --
17] A. That's the conversation I overheard with
18] Mr. Quintana and Mr. Samaniego.
19] Q. Okay. And that happened one time?
20] A. The one that I can remember, yes.
21] Q. Okay. And are you able to tell me when -- give me
22] any time reference as to when you're claiming that comment
23] was made?
24] A. No. I don't -- all I know is I was in the
25] superintendent's kitchen.

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1] Q. Okay. You also referenced your application for the
2] HR position.
3] A. Correct.
4] Q. That's the coordinator position that we just talked
5] about; right?
6] A. Correct.
7] Q. What about your application for the HR position
8] suggests a practice of Glendale Elementary School District?
9] A. The fact that it was excluded from consideration.
10] Q. And that was, again, in this April-May 2012 time
11] period --
12] A. Uh-huh.
13] Q. -- correct?
14] A. Yes.
15] Q. Okay. Any other application for employment that
16] you're referring to when you say the Glendale Elementary
17] School District practice was not consistent with its policy?
18] A. I would not be aware of other applications because
19] I wasn't working in human resources. The applications that I
20] processed in my area, I would have -- I would adhere to the
21] policy, so they would not fall under that classification. So
22] I cannot speak to the other applications specifically.
23] Q. Okay. So the one and only application that you're
24] claiming to be able to speak to is yours as it related to the
25] coordinator position?

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<p style="text-align: right;">Page 49</p> <p>1] A. He was white. 2] Q. What was Mr. Berigan's race? 3] A. I believe he's Hispanic. 4] Q. Based on what? 5] A. Appearance. I don't know his actual lineage. I 6] try not to take someone's lineage based on what they look 7] like. I can only go by what I see. I know I am Hispanic, 8] but I look white, so I've been told. 9] Q. Okay. All right. You also referenced other 10] employment that you have seen. 11] A. Did I say, "other employment" or "other 12] situations"? 13] Q. Well, describe for me what you're referring to 14] there. 15] A. Well, in practice I did see -- are we -- let me 16] clarify before I answer. Are we referencing only race or are 17] we referencing other discriminatory practices? 18] Q. Let's start with race. 19] A. Okay. The other situation that I did see in my 20] time with Glendale was Mr. Quintana -- no, I can't say I saw 21] it. Let me clarify so that -- because as you said, you can 22] read this back. 23] So I did not see it. I heard about it. 24] Mr. Quintana had a practice of going to our -- some of our 25] maintenance gentlemen who were Angelo and accusing them of</p>	<p style="text-align: right;">Page 51</p> <p>1] Q. Told about them by Mr. Quintana? 2] A. No. 3] Q. By who? 4] A. By some of the maintenance. They were upset that 5] he would say something like that to them. 6] Q. All right. And what did you do in response to 7] learning that, if anything? 8] A. Anything that I would do would be just report it to 9] Mr. Hagerty. 10] Q. Okay. Now, you're suggesting that Mr. Quintana 11] treated you differently when he found out you were -- 12] A. A half-breed. 13] Q. -- partially Spanish heritage? 14] A. Yes. 15] Q. Did he ever use the term "half-breed" -- 16] A. No. 17] Q. -- or is that your term? 18] A. No. That is the term -- I'm a half. I'm half one, 19] half the other. I don't know exactly what term to use. So 20] no, I'm saying it. 21] Q. Okay. 22] A. I'm saying "half-breed." He does know I am half 23] Hispanic and half white. 24] Q. Okay. 25] A. And his attitude towards me did change at that</p>
<p style="text-align: right;">Page 50</p> <p>1] being thieves, taking stuff, pawning it. It was -- he made 2] cruel statements. I don't know that he, in fact, did. I 3] just was told he did. 4] I know also in the time that I was there, he 5] treated people who were -- I don't want to say "Hispanics," I 6] want to say "full Hispanics" or perhaps "Mexican" differently 7] than others. 8] I can tell you that he didn't have an issue 9] with me until he found out I was half Spanish and from the 10] town he -- and from the town he was in, his family was from. 11] It was when he learned of my mixed heritage that he was 12] different with me. 13] So I can go based on his behaviors towards me 14] and towards others. I don't know that his issue is Hispanic 15] versus white. I think his issue with me is more that I'm a 16] half-breed. 17] Q. All right. Let me just get a few clarifications on 18] that. 19] A. Okay. 20] Q. So these supposed comments from Mr. Quintana to 21] maintenance workers, you did not personally observe that? 22] A. No. I heard about them because maintenance was 23] under our department. 24] Q. Okay. 25] A. So we were -- I was told about them.</p>	<p style="text-align: right;">Page 52</p> <p>1] point. 2] Q. And you said that your family history traces back 3] to the same town as his? 4] A. I grew up in the town where his family is, yes. 5] Q. And which town is that? 6] A. I grew up in the town. Pecos, New Mexico. 7] Q. Okay. Did he ever say anything to you that 8] indicated he changed his view of you in light of learning 9] that you were of Spanish heritage? 10] A. No. His attitude -- his attitude toward me changed 11] when he -- after the conversation where he knew my heritage. 12] Q. And what about his attitude changed? 13] A. He was -- he was just less -- just disliked me. 14] Just was less friendly. 15] Q. Less friendly how? 16] A. Just -- just didn't -- you know, you see people, 17] you talk to them, some people you don't. I was just one of 18] the where he didn't unless he had to. 19] Q. Okay. So he talked with you less after learning 20] this? 21] A. Yeah. It just -- it was more of an attitude, yes. 22] And it lasted during my entire tenure there. 23] Q. Okay. Do you remember about when you had this 24] conversation with him? 25] A. Yes. That I can tell you.</p>

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<p style="text-align: right;">Page 61</p> <p>1] Q. Okay.</p> <p>2] A. To the best of my knowledge, he did continue to try</p> <p>3] and address it.</p> <p>4] Q. All right. Any other specific examples that you're</p> <p>5] referring to when you indicated your belief that the</p> <p>6] district's practices were other than the stated policy?</p> <p>7] A. Not that I can think, no.</p> <p>8] Q. Okay.</p> <p>9] THE REPORTER: May take a restroom break?</p> <p>10] MR. HAWS: Absolutely. We'll go off the</p> <p>11] record for a minute.</p> <p>12] (Recess taken, 11:31 - 11:39).</p> <p>13] MR. HAWS: All right. Back on the record.</p> <p>14] BY MR. HAWS:</p> <p>15] Q. I'll remind you, Ms. Fisher, that you remain under</p> <p>16] oath --</p> <p>17] A. Uh-huh.</p> <p>18] Q. -- as you were previously.</p> <p>19] A. Yes.</p> <p>20] Q. Okay. Do you have any familiarity with</p> <p>21] approximately how many employees Glendale Elementary School</p> <p>22] District had at the time you worked there?</p> <p>23] A. Had. I can tell you a student count. I would</p> <p>24] guess around 3,000. Student count I have. Employees, no.</p> <p>25] Q. Okay. But you think it was several thousand</p>	<p style="text-align: right;">Page 63</p> <p>1] discriminated against based on your race or your color or</p> <p>2] your national origin; is that correct?</p> <p>3] A. Yes.</p> <p>4] Q. And your race is what?</p> <p>5] A. I am half Spanish and the other half is a mixture</p> <p>6] of Irish, Scottish, French.</p> <p>7] Q. So what is your race that you're claiming was the</p> <p>8] basis of your discrimination underlying this lawsuit?</p> <p>9] A. I was not fully Hispanic. Or the wrong color of</p> <p>10] Hispanic I believe is how I phrased it in the documentation.</p> <p>11] Q. Okay. So I'm still not clear. What race are you</p> <p>12] claiming that you have that you were discriminated against?</p> <p>13] A. It's not -- it's -- it's I lack being fully</p> <p>14] Hispanic versus half. I am not fully Hispanic.</p> <p>15] Q. Okay. So is your claim that because you're --</p> <p>16] A. Half white.</p> <p>17] Q. -- half Hispanic, that you were discriminated</p> <p>18] against because you weren't fully Hispanic?</p> <p>19] A. Correct.</p> <p>20] Q. Okay. What national origin are you claiming is the</p> <p>21] basis of your lawsuit?</p> <p>22] A. What's the difference? That's always confused me.</p> <p>23] It's -- I'm American. That's my national origin, so it's --</p> <p>24] it's the fact that my lineage is not full Hispanic, I</p> <p>25] believe, is the basis of why I was discriminated against.</p>
<p style="text-align: right;">Page 62</p> <p>1] employees?</p> <p>2] A. I don't want to say yes because I also was with</p> <p>3] Glendale, the City of, before, and I know we had -- so as far</p> <p>4] as number of employees, I would say I don't know.</p> <p>5] Q. Okay. Well, I'll tell you in your EEOC charge, you</p> <p>6] estimate it was over 500. Is that --</p> <p>7] A. Well, it is definitely over 500, yes.</p> <p>8] Q. Okay.</p> <p>9] A. It was definitely over 500.</p> <p>10] Q. Do you know approximately how many job openings</p> <p>11] Glendale has in the 2012 calendar year?</p> <p>12] A. No. Because it's a school district, I would say</p> <p>13] they probably have quite a few.</p> <p>14] Q. What would "quite a few" be to you, ballpark?</p> <p>15] A. Counting teachers? Probably at least several</p> <p>16] hundred.</p> <p>17] Q. Okay. Do you claim to have any knowledge of the</p> <p>18] racial composition of the Glendale Elementary School District</p> <p>19] workforce during 2012?</p> <p>20] A. Only individuals I was associated with.</p> <p>21] Q. Okay.</p> <p>22] A. I do not know their statistics, no.</p> <p>23] Q. Okay. Would you know it for 2013?</p> <p>24] A. I have not looked at their statistics, no.</p> <p>25] Q. Can you tell me -- you've alleged that you were</p>	<p style="text-align: right;">Page 64</p> <p>1] Q. So when you say you were discriminated against</p> <p>2] based on your national origin, your national origin that</p> <p>3] you're referring to is American?</p> <p>4] A. I am basing it on race, not national origin.</p> <p>5] Q. Okay. All right. So your lawsuit's not about</p> <p>6] national origin. We can just --</p> <p>7] A. I'm from the United States. I guess I'm confused</p> <p>8] by what question you're -- you're --</p> <p>9] Q. I'm trying to understand -- I appreciate that. I'm</p> <p>10] trying to understand your lawsuit.</p> <p>11] A. Okay.</p> <p>12] Q. Your lawsuit is based on race, not national origin?</p> <p>13] A. Correct.</p> <p>14] Q. Okay. It's not based on color either then?</p> <p>15] A. Well, it's based on -- it's not being a dark enough</p> <p>16] Hispanic. If I were full Hispanic, if I were mestizo -- just</p> <p>17] like with all other races, there is a range of what you look</p> <p>18] like.</p> <p>19] My family is Castilian, which is fair-skinned,</p> <p>20] fair hair. And what is -- what seemed to be or seems to be</p> <p>21] the desired face of the district is the darker-haired, more</p> <p>22] olive, darker complexion, more aligned with more of the</p> <p>23] mestizo or Mexican culture versus Castilian Spanish.</p> <p>24] Q. Let me show you what's -- I'll take Exhibit 2 back.</p> <p>25] I'll hand you Exhibit 3. Have you had a</p>

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11 "personal." I may put "new administration." I may put -- I
21 would say those are probably what I would put is "new
31 administration" or "personal reasons." I would not say, you
41 know, "because there was a forced resignation" or something
51 like that. I wouldn't put that, no.
61 Q. Why would you think that "change in administration"
71 is an accurate explanation of why you left Glendale
81 Elementary School District?
91 A. Specifically for Glendale Elementary District
101 that's an accurate because any school district, every two
111 years, has a potential for changing significantly. And so
121 that is a reasonable reason to leave a district.
131 Q. And the change that occurred at Glendale in
141 administration is who?
151 A. At what point in time are we referencing?
161 Q. Whatever time you're referring to when you use that
171 explanation.
181 A. Well, the entire administration changed. Kevin
191 left in November. That's a change in administration. The
201 board turned over in November. That's a change in
211 administration. The director of finance left in February.
221 That was a change of administration. All the other directors
231 left in a course of time. Those are also changes.
241 So at any point in those times, in that time,
251 that would be an accurate description.

11 resignation?
21 A. Correct.
31 Q. What about the director of maintenance, before or
41 after you submitted your letter of resignation?
51 A. Definitely after.
61 Q. What about the director of transportation?
71 A. I don't recall when he left. I believe it was
81 after, though.
91 Q. Okay. Do you know which board members turned over
101 in January of 2013?
111 A. Steve Johnson and -- I'm trying to think of the
121 board members that were there. Okay. Brenda and Sarah
131 stayed. I know Steve Johnson turned over. Marianne stayed.
141 I'm drawing a blank on the name of the other board member.
151 But they were replaced by Mr. Samaniego and Jamie Aldama.
161 Q. Had you had any prior dealings with Jamie Aldama
171 before she (sic) was sworn in?
181 A. Yes, I did. He worked in our --
191 Q. Before she was sworn in as a board member?
201 A. Yes. He worked with our maintenance department.
211 Q. What was your relationship with him like?
221 A. He worked in our maintenance department. I didn't
231 have a -- any -- I mean, in passing. He wasn't someone that
241 I worked directly with or --
251 Q. Had you had any negative experiences with him prior

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11 Q. Okay. So I just want to get a little more detail
21 on that. Which administrators -- when you use the
31 explanation you left Glendale Elementary School District due
41 to a change in administration, which administrator
51 specifically were you referring to?
61 A. I would say overall, all of them.
71 Q. Who?
81 A. The board changing. The board changing resulted in
91 Kevin leaving, resulted in the director of finance leaving,
101 the director of maintenance leaving, director of
111 transportation leaving. So it's -- it is accurate. Kevin
121 was my last protection. So when he was gone, there was no
131 protection left.
141 Q. Did the director of finance leave before or after
151 you?
161 A. I believe right about the same time. So I believe
171 before. It may have been -- I know she went to Higley. So I
181 don't know her exact dates because I'm not her. But it was
191 right before -- or no, it was right before me, I believe.
201 Q. Well, let me even ask this other -- another
211 question. Was it before or after you submitted your letter
221 of resignation?
231 A. I believe it was after. I believe she was
241 questioned.
251 Q. She left after you submitted the letter of

11 to his becoming a board member?
21 A. Me, personally?
31 Q. Yes.
41 A. No.
51 Q. Had you had any dealings with Mr. Johnson, who
61 moved off the board as of January 2013?
71 A. I worked with Mr. Johnson on the trust board.
81 Q. And what was your working relationship with him
91 like?
101 A. I would say it was pleasant.
111 Q. Okay. Who is it that you're accusing of being
121 racially motivated in this lawsuit?
131 A. I believe it stems from the superintendent and is
141 directed -- was directed to HR.
151 Q. Okay. Who in HR -- and again, the explanation
161 you've given is -- for why you think you were discriminated
171 against is because you're half Spanish as opposed to more
181 fully Hispanic?
191 A. Correct.
201 Q. Okay. Who in HR would have been biased against
211 you, in your view, for being half Hispanic as opposed to more
221 fully Hispanic, or half Spanish?
231 A. I believe it would have been a direction from the
241 superintendent.
251 Q. Any person in HR that you're claiming had a bias

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1] against you because of that?
2] A. It would have been directly to the recruitment. So
3] it would have been something directed towards Barbara and
4] then, I would assume, Dawn, who was doing the recruitment.
5] But I don't believe it would be stated, "Be biased." I think
6] it would say, "Eliminate that candidate." I don't know how
7] that conversation would occur.
8] Q. Dawn, what's Dawn's last name?
9] A. I believe her last name changed. I think it is
10] currently Hailey.
11] Q. And what was her position?
12] A. The coordinator for classified.
13] Q. And is that the person you wanted to succeed in
14] that position?
15] A. That's who I would have been replacing, correct.
16] Q. Okay. So she would have left -- did she leave the
17] district when she left that position?
18] A. Yes, she did.
19] Q. And that would have been sometime around April-May
20] of 2012; correct?
21] A. Yeah. I would have to look at the board to see
22] when her actual date was, but --
23] Q. Okay.
24] A. Because I don't know if there was any transition
25] period.

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1] Q. You applied for that job in April of 2012?
2] A. Right. But I don't know when her leaving date was,
3] is what I'm saying, because sometimes they transition.
4] Q. Would it have been before the school year began?
5] A. She would have given her notice, yes.
6] Q. Okay. So you're confident she had left before
7] school started in the fall of 2012?
8] A. I would have to check the dates. I don't know her
9] date.
10] Q. All right. Did you have any dealings with
11] Ms. Hailey with respect to Glendale Elementary School
12] District employment issues after she left the district?
13] A. Me with Dawn?
14] Q. Yes.
15] A. I don't believe so. Not regarding anything having
16] to do with Glendale Elementary.
17] Q. Okay. All right. When you say "Barbara," you're
18] talking about --
19] A. Dr. Goodwin.
20] Q. -- Barbara Goodwin?
21] Okay. Now, are you saying that Ms. Goodwin
22] was just carrying out directives from the superintendent or
23] are you accusing her of being biased against you because
24] you're half Spanish as opposed to more fully Hispanic?
25] A. I don't know Miss Goodwin well enough to say. I

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1] can only assume it would have to be a directive. I don't
2] know her well enough to say whether or not she would be
3] biased.
4] Q. Do you have any information, any factual
5] information as you sit here today, to suggest that she was
6] actually biased against you because you are only half Spanish
7] instead of more fully Hispanic?
8] A. Her specifically, no, I do not.
9] Q. All right. And the superintendent at the time is
10] Joe Quintana; correct?
11] A. That is correct.
12] Q. Was he the superintendent when you were hired?
13] A. Yes, he was.
14] Q. Do you know what role, if any, he had in your
15] hiring?
16] A. None.
17] Q. And can you describe for me the frequency or the
18] nature of your interactions with the superintendent while you
19] were an employee?
20] A. It varied. I worked closely with his office, so I
21] saw him periodically. Later, I had dealings with him as this
22] whole thing played out. I had to meet with him several
23] times.
24] Q. All right. And what factual information leads you
25] to suggest that Mr. Quintana discriminated against you

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1] because you're half Spanish as opposed to more fully
2] Hispanic?
3] A. The way he was after the conversation I noted. The
4] fact that I know I was highly qualified for the position.
5] Significantly much more qualified than any of the candidates
6] that were -- that I knew of that were in the interviews at
7] the time that I had applied.
8] Q. Anything else?
9] A. No, not that I can say.
10] Q. Did Mr. Quintana ever tell you that he didn't
11] approve of people who were --
12] A. Directly, no.
13] Q. -- half Spanish?
14] A. Directly, no.
15] Q. Have you ever heard him say negative comments about
16] people based on their race?
17] A. I overheard the one conversation. That was it.
18] Q. Okay. I thought the conversation was the
19] prospective board member making comments to Mr. Quintana.
20] A. They were in a conversation.
21] Q. And the conversation was about having --
22] A. About how to --
23] Q. -- employees reflect the face of the district?
24] A. How to hire employees who had the face of the
25] district, yes.

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1] Q. Did you overhear any discussion about what "the
2] face of the district," what they meant by that phrase?
3] A. No. As I said earlier, I walked away.
4] Q. Did you ever have any follow-up conversations with
5] Mr. Quintana about what he meant by that phrase?
6] A. No, I did not.
7] Q. And was that comment made around the time you were
8] applying for the coordinator position?
9] A. No. I think it was significantly after.
10] Q. Okay. You said it was the way he was. Can you
11] give me any better description of the way he was?
12] A. Yes. I can give you examples where my office
13] worked very closely with his office. Often, if I had to
14] address something, I worked beyond the scope of my position
15] as directed and with permission. And so I often handled
16] higher-level work, which I would have to seek, you know,
17] different conversations or information from whether it be his
18] office.
19] At one point in time -- and I don't remember
20] what we were dealing with at the time -- I was in his office,
21] was working with Liz. He walked in the door, saw I was
22] there, turned around, walked back out. After I left, he
23] walked back in the other door, the door around the corner.
24] So there were notable efforts to avoid me.
25] And since I was nothing other than respectful to him at all

1] A. I don't know.
2] Q. Okay.
3] A. Kevin and I may have talked about it, but I don't
4] know.
5] Q. And could there have been some other reason, in
6] your view, such as he didn't like you or he didn't want to
7] talk with you or he was busy or he felt like you weren't a
8] good listener or a variety of other reasons as to why he
9] behaved that way?
10] A. Had it been similar behavior before and after the
11] conversation, I may make that assumption. But since it
12] wasn't, I can't think of any other reason, no.
13] Q. Okay. All right. Are you accusing Marcia Smith of
14] being racially biased against you?
15] A. I believe Marcia Smith is in the same boat as
16] Barbara Goodwin. This all occurred in the transition between
17] Marcia and Barbara.
18] Q. Okay. Well, you've told me that you don't have any
19] direct -- any firsthand information about Ms. Goodwin.
20] A. And I don't have direct information on whether
21] Barbara liked or disliked. I don't recall that I ever had
22] any direct altercation or any type of conversation with
23] Dr. Smith either.
24] Q. Okay.
25] A. I mean, she worked there.

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1] times, the only thing I can assume is that his issue was
2] direct with me versus -- because it definitely wasn't a
3] professional level. I always performed very highly.
4] Q. Okay. Did he make any explanation as to why he
5] left the office on that occasion?
6] A. No. He didn't actually leave the office. He
7] walked out one door so that I could go out and then came back
8] in the other one because I could see him through the glass
9] doors up the hall.
10] Q. Do you know why he did that? Well, let me ask you
11] this. Did you ever discuss with him --
12] A. No.
13] Q. -- what happened on that occasion?
14] A. No.
15] Q. Did you talk --
16] A. It was more than one occasion that he would avoid
17] me or divert away. So I'm not going to -- unless I have to
18] have a reason to speak to somebody who notably does not want
19] to speak with me, I'm not going to chase them down and follow
20] them. So no.
21] Q. So however many times it occurred, did you ever
22] discuss with him why he was behaving the way he was?
23] A. I don't know that it ever came up in our
24] conversations, no.
25] Q. Did you ever discuss it with anyone else?

1] Q. Did Dr. Smith ever take negative actions toward --
2] or not -- yeah, she's a doctor; right?
3] A. I believe so.
4] Q. Yeah, I believe so, too.
5] A. I think she was.
6] Q. Okay. We'll just say "Marcia Smith."
7] A. "Marcia Smith" is fine.
8] Q. Did Marcia Smith ever take any negative actions
9] towards you?
10] A. I don't believe so, no. Other than, like I said,
11] she's named because she's in the position she's in. It's a
12] positional thing more so than a personal with her specific.
13] Q. Okay. So in her position, what did she do that you
14] think was improper?
15] A. Well, it all goes back -- with her and with Barbara
16] in regards to this, it goes back to that recruitment.
17] Q. For the coordinator position?
18] A. Correct.
19] Q. Okay. And just again to be clear, you applied for
20] that in April of 2012?
21] A. If that's what the documents say, yes.
22] Q. And when did you learn that you would not be
23] selected for that position?
24] A. I wasn't even interviewed for the position.
25] Q. When did you know that you were not interviewed and

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1] no longer a candidate?
2] A. When individuals were arriving for interviews and
3] the assistant from HR had told me that it was just wrong what
4] they had done.
5] Q. Which would have been in the April-May 2012 time
6] period; right?
7] A. Knowing I would not remember many years later, I
8] documented everything with dates. And I would have to refer
9] back to what I've already provided for dates and actual time
10] frames because it's been many years.
11] Q. Okay.
12] A. So it would fit with -- at the time that I -- at
13] the time I was going through this, as with everything in my
14] work, I document what I do and when I do it. And I document
15] occurrences when things happen. So it would be in the
16] documentation. This many years later, I could not tell you
17] exact dates or even months.
18] Q. All right. But you know the interviews were
19] happening shortly after you inter -- or after you applied for
20] the position; right?
21] A. I did find out when the first round of interviews
22] were occurring, yes.
23] Q. All right. And that was shortly after you applied;
24] correct?
25] A. I would guess within weeks.

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1] Q. All right. And you're not suggesting you had any
2] interactions with Marcia Smith after that period of time that
3] you claim would be discriminatory?
4] A. I believe she was gone.
5] Q. So is that a "no"?
6] A. I can't say for sure, but it is my belief that she
7] was gone.
8] Q. Okay. Are you accusing Mr. Hagerty of being biased
9] against you because of your race?
10] A. No.
11] Q. Are you accusing Jim Cummings of being biased
12] against you because of your race?
13] A. Any issue Jim would have with me would be directed
14] or would be because of my political views. I don't know that
15] he would be biased due to race.
16] Q. So you're not accusing him --
17] A. No.
18] Q. -- of being biased because of your race; correct?
19] A. That's correct.
20] Q. All right. Okay. While you were employed at
21] Glendale Elementary, you received a written reprimand;
22] correct?
23] A. Yes, I did.
24] Q. And when did that process begin?
25] A. Shortly after they received my EEOC filing.

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1] Q. Okay. And you filed your EEOC charge -- your first
2] EEOC charge was filed in October of 2012; correct?
3] A. If that's what the paper states, yes.
4] Q. I'll just show you this to refresh your
5] recollection. This is your 2012 charge. It's Bates stamped
6] GESD1362. Is that your signature?
7] A. Yes.
8] Q. Is that the date that you signed that?
9] A. Uh-huh.
10] Q. Does that refresh your recollection as to --
11] A. Yes. It was in October 2012.
12] Q. Okay. All right. So you filed that in -- you
13] filed in October of 2012. Had you told anyone at the
14] district, prior to that time, that you were intending to file
15] a charge of discrimination?
16] A. Yes, I did.
17] Q. Who did you tell?
18] A. Mr. Hagerty.
19] Q. When did you tell him that?
20] A. Actually, I told him on two separate occasions.
21] Probably about -- shortly after, I think, the recruitment.
22] So I want to say maybe a month or two before. And then I had
23] told him immediately before, like I want to say maybe the
24] week before or two weeks before. I had said, again, that
25] enough was enough and I was going to file. I don't have an

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1] exact date of when I told him, just that I was going to file.
2] But I did let him know I was going to.
3] Q. All right. Other than the written reprimand you
4] received, did you receive any other discipline while an
5] employee at Glendale --
6] A. No.
7] Q. -- Elementary School District?
8] A. They tried. But no, I did not.
9] Q. And the written reprimand that you received, you
10] had a chance to challenge that; correct?
11] A. Actually, I challenged an entire investigation and
12] was able to prove that every single one of their allegations
13] was false through documentation, which left them with nothing
14] more than remaining that I had sent a mean e-mail, which, as
15] I explained, was due to harassment.
16] And so that was the only thing that was left
17] that they could reprimand me on was an e-mail because I had
18] proved every other allegation was false. So that's the only
19] one.
20] And yes, I did challenge it. I was told that
21] I did not have the -- I tried to go through their process to
22] challenge it. In the process of challenging it, they kept
23] changing what the process was.
24] At one point, I had spoke with Mr. Quintana.
25] I was told one process. I started that process. I was told

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1] that they -- every claim that came out in the investigation
2] was false. You know, it was just -- it was things like keys.
3] So --
4] Q. We're going to get into that, you know. My
5] question to you is: Who are you accusing of instructing IT
6] to build a case against you?
7] A. HR. Yeah.
8] Q. Who? A person. HR is --
9] A. It would have to be directed from the
10] superintendent's office to Dr. Goodwin and then down from
11] there.
12] Q. So you are accusing Mr. Quintana; is that right? I
13] mean, who are you accusing instructed IT to build a case
14] against you?
15] A. Once we had the issues --
16] Q. No. No.
17] A. -- with the recruitment --
18] Q. I want a name. Who?
19] A. I don't have a specific instance where I know,
20] where I have documentation that it occurred. But a directive
21] like that would have no other path than to flow from the
22] superintendent to the associate superintendent and would go
23] from there, which would be Mr. Quintana to Dr. Goodwin.
24] Q. Okay. Do you have any information at all that
25] suggests that Mr. Quintana instructed IT to build a case

1] coordinator classified position.
2] Q. Okay. All right. So Mr. Matthew Peterson -- prior
3] to June 8th of 2012, how would you characterize your working
4] relationship with Mr. Peterson?
5] A. We hired him. He was a lower-level -- he was a
6] lower-level IT person. I didn't really have business
7] dealings with him. He went through the recruitment. We
8] hired him. He was --
9] Q. Okay. I'm not asking about --
10] A. -- one of the directors.
11] Q. I'm not asking about "we." I'm asking a question
12] to you.
13] A. I did not have an actual personal relationship with
14] him of any sort.
15] Q. Had you had any prior difficulties with him?
16] A. We were in meetings together. We discussed things.
17] Beyond that, no.
18] Q. Okay. When you were in meetings together and
19] discussing things, did you have any difficulties with that?
20] A. No.
21] Q. Okay. All right. So he submits his memo to
22] Mr. Hagerty, and then what? How did you learn of these
23] concerns?
24] A. I learned of any concerns when, after I had filed
25] my EEOC, just before they received it, I was called into --

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1] against you?
2] A. I cannot prove that, no.
3] Q. Okay. Do you have any information that would
4] suggest that?
5] A. I have no other explanation for it.
6] Q. That's not my question. I'm not asking you to
7] speculate here. I want to know what your factual basis for
8] making that comment is, if there is one.
9] A. The factual base for that comment is because the
10] accusations were false.
11] Q. Okay.
12] A. The only way that -- there's no reason for a false
13] accusation to be made unless you are trying to build a case
14] against an employee.
15] Q. So you don't have any firsthand information at all
16] that Mr. Quintana instructed someone to build a case against
17] you; do you?
18] A. I did not hear them say anything, no.
19] Q. Okay. And you don't have a document that suggests
20] that either; do you?
21] A. No.
22] Q. Okay. And in any event, if such an instruction was
23] given, it would have been around the summer of 2012 when
24] Mr. Peterson's memo to Mr. Hagerty was submitted; correct?
25] A. Correct. Right about the -- just after the

1] Kevin was actually on vacation in Alaska, and I was told that
2] I was going to be investigated. They, at that time, didn't
3] even say what I was being investigated for. Only that it was
4] from IT.
5] And so any statements in the initial, I was
6] kind of guessing, I don't know, maybe they were mad about
7] this or that or different things. I didn't know.
8] Q. All right. So someone told you there would be an
9] investigation --
10] A. The attorney who was investigating.
11] Q. Let me finish, please.
12] You were told that there would be an
13] investigation of Mr. Peterson's concerns; correct?
14] A. I was not told there would be an investigation. I
15] was called into an investigation.
16] Q. Okay. And the investigator was an attorney named
17] Dominic Verstegen; correct?
18] A. That's correct.
19] Q. And he wasn't a Glendale Elementary School District
20] employee --
21] A. No.
22] Q. -- to your understanding; was he?
23] A. No. He was acting as HR, though.
24] Q. Okay. He was someone that the district had brought
25] in from the outside to --

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1] A. For this purpose.
2] Q. -- investigate these concerns?
3] A. That is correct.
4] Q. And that investigation included interviewing you;
5] correct.
6] A. Correct.
7] Q. And did you have a chance to present information to
8] Mr. Verstegen?
9] A. No.
10] Q. Okay. Well, how does that work if you're brought
11] in to talk with him?
12] A. It was --
13] Q. He didn't ask you questions?
14] A. He asked me questions. Told me nothing what they
15] were referring to. It was kind of a -- it was the strangest
16] investigation I think I had ever seen.
17] Q. All right. But you had a chance to respond to all
18] of the questions he asked you; correct?
19] A. Any question that he asked, I did answer, yes.
20] Q. Did you provide him with any documentation?
21] A. No, not at that point.
22] Q. Okay. And then Mr. Verstegen made a -- issued a
23] report to the school district; correct?
24] A. That is correct.
25] Q. And that report is dated October 18, 2012; correct?

1] A. I do not believe it was making physical contact.
2] She threw her shoulder into me. She -- as I stated before
3] and I've stated since, she, I believe knowingly, actually hit
4] me.
5] Q. And you know that Mr. Verstegen, after considering
6] all the information and doing his investigation, determined
7] that it was clear that, from the evidence, that Ms. Fisher's
8] story is not accurate about how keys were handled with the IT
9] department; right?
10] A. That is what his original investigation found. I
11] proved otherwise.
12] Q. Okay. Well, we're just going through his report
13] for the time being. That's what he determined; correct?
14] A. That's what his document states.
15] Q. Okay. And he also determined that nearly everyone
16] he spoke with about you observed that your attitude was a
17] problem; right?
18] A. I'd have to look. If that's what it states, it's
19] what it states. Like I said, I disputed the entire document.
20] So --
21] Q. And he refers to two e-mails in particular and
22] says, "These two e-mails demonstrate that Ms. Fisher has a
23] problem with her temper and a problem working with others."
24] You've reviewed that in his report; correct?
25] A. That is what he says, yes.

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1] A. If that's the date on it, then yes, that is the
2] date.
3] Q. It is.
4] A. Okay.
5] Q. All right. When did you first see this report?
6] A. I was called in to -- Mr. Hagerty and I -- I
7] believe Mr. Hagerty was with me -- were given this report
8] shortly after it was delivered. I don't have the actual --
9] it's most likely in the paperwork. I documented everything.
10] I don't have an exact date. But we were called into a
11] meeting, and I was presented that in a conference room.
12] Q. Okay. Would it have been around October 18th?
13] A. That would be my assumption. It would be early or
14] mid October. Mid to end October. You could look at the date
15] of my response. It would be roughly a couple days after.
16] Q. All right. And Mr. Verstegen's report indicates
17] that you and a coworker had bumped shoulders as you were
18] walking past each other in the hallway; correct?
19] A. That is what his document says. That was not my
20] take on what occurred.
21] Q. Okay. Are you denying that you and Ms. Murphy made
22] physical contact with one another?
23] A. As I reported to Mr. Hagerty prior to the day of --
24] Q. Are you denying that you and Ms. Murphy made
25] physical contact with one another?

1] Q. And he says, "Ms. Fisher's conduct has been
2] unprofessional"; right? That's what he determined?
3] A. His report states a lot of things based on hearsay.
4] Q. Okay.
5] A. And I --
6] Q. That's what his report --
7] A. And I acknowledge what his --
8] Q. -- determined; correct?
9] A. -- what his report states on hearsay, yes.
10] Q. And he goes on to say, "She" -- referring to you --
11] "obviously concedes that she sent the August 6th and
12] August 10th e-mails."
13] You're not disputing that those came from you;
14] are you?
15] A. I would not dispute that I sent an e-mail, no.
16] Q. And he then goes on to say, "Both of these e-mails
17] were unprofessional and hostile."
18] Do you disagree with that characterization?
19] A. No. Of the hundreds of e-mails I sent out, those
20] two were not kind, though they were at the end of a long
21] period of harassment.
22] Q. All right. Had you had any prior dealings with
23] Mr. Verstegen before he did this investigation?
24] A. No.
25] Q. Are you accusing him of being biased against you

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1] because of your race?
2] A. No. I believe he was just given a directive to --
3] I don't know what directive he was given. It was the
4] strangest investigation I've ever seen. So I don't know what
5] directive he was given.
6] Q. All right. Then after you got the report --
7] A. Uh-huh.
8] Q. -- what happened next with respect to this written
9] reprimand?
10] A. Are you talking about when I -- after I defended
11] the report or after I was presented the report?
12] Q. After you get this report.
13] A. Okay.
14] Q. What happened next? You had a chance -- did you
15] submit supplemental information?
16] A. I was presented the report and was told that I
17] could not have a copy of it.
18] Q. My question --
19] A. At which time --
20] Q. My question to you is: Did you submit supplemental
21] information to the district after getting this report,
22] Mr. Verstegen's report?
23] A. I had to -- after I was presented the report, I had
24] to do a public records request to get the report. I was not
25] going to be allowed to. However, once I -- my public records

1] Q. Okay. The first page, is this what you were just
2] telling me about, the determination that you and Mr. Hagerty
3] changed to the point where it was reasonable?
4] A. No.
5] Q. Okay.
6] A. Let me go ahead and finish reading this, and
7] I'll --
8] No. This is -- what this document is, page 1,
9] is the finding. After I had responded -- after I had
10] responded to the investigation, this is the finding or this
11] is the response from the district that there was no
12] conclusive evidence regarding the allegations of
13] mismanagement of keys.
14] It discussed the shoulder check because, as I
15] had documented to them, the day that it occurred, I had
16] verbally told Mr. Hagerty about it, and Miss Murphy
17] believes -- her statement says that she believes I did --
18] Q. Okay.
19] A. -- I shoulder checked her. So that's for that.
20] Q. All right. Let's --
21] A. So this is basically the finding. And it said that
22] the final is that I would receive a Letter of Reprimand for
23] the two e-mails.
24] Q. Okay.
25] A. This is significantly less than what they

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1] request was honored, yes, I completely submit -- I
2] completely submitted a rebuttal which refuted the entire
3] investigation.
4] Q. Okay.
5] A. At that time, the only thing that was left was the
6] one e-mail that was unkind. Mr. Hagerty shared with me that
7] he would have to give me a reprimand. And so he showed me a
8] reprimand, and I said, "Absolutely not. I will not accept
9] that." And he says, "Okay. Well, we have to do this. What
10] do you want it to say? What part do you want out?"
11] So we changed it to where it would be
12] reasonable, and I said, "Kevin, that will do." And so we
13] moved forward with what him and I -- how we adjusted what was
14] originally written by HR.
15] Q. Okay.
16] (Deposition Exhibit No. 5 was marked for
17] identification.)
18] BY MR. HAWS:
19] Q. All right. I'll trade you.
20] All right. I'm showing you what has been
21] marked as Exhibit 5 --
22] A. Uh-huh.
23] Q. -- to your deposition, and it's three pages, GESD59
24] through 61. Do you see that?
25] A. Yes.

1] originally had wanted to do.
2] Q. Okay. So from October 18th, when the Verstegen
3] report is dated, till November 27, 2012, when Exhibit 5 --
4] the first page of Exhibit 5 is dated, you had provided
5] additional information to Mr. Hagerty; correct?
6] A. I believe I provided it to Mr. Hagerty and
7] Mr. Verstegen, I believe, were there. I don't remember
8] exactly who it was given to. I was navigating whatever
9] formal process the district was providing me.
10] Q. Okay. And then Mr. Hagerty prepared this page 1 of
11] Exhibit 5; correct?
12] A. I don't know that he prepared it. It could have
13] been prepared by HR or Mr. Verstegen. But he did provide it
14] to me.
15] Q. Do you recognize that as his signature on page 1?
16] A. That is his signature, yes. That's not what you
17] asked me. I'm not trying to be difficult. I'm just
18] answering your question as asked.
19] Q. This is the document that Mr. Hagerty signed and
20] gave to you on or about November 27 --
21] A. Yes.
22] Q. -- 2012; correct?
23] A. That I would receive a reprimand, a Letter of
24] Reprimand.
25] Q. And you were being reprimanded -- you were going to

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11 be reprimanded because you violated district policy GBEB as
21 evidenced by the two e-mails?
31 A. Yes.
41 Q. All right. And did you believe that to be a
51 reasonable discipline in light of the e-mails that you had
61 sent?
71 A. No.
81 Q. Why not?
91 A. Because though my e-mails were not nice, they were
101 not -- they were not -- they were a response to being
111 harassed. And I felt that the district should take into
121 account that there was a harassment. There were -- I didn't
131 just send out a mean e-mail to somebody. I didn't just
141 decide I was going to send a mean e-mail to somebody. I was
151 responding to what had become harassment.
161 Q. Okay. Well, Mr. Hagerty concluded otherwise;
171 correct?
181 A. Actually, he went with what he had to with what was
191 on the documentation.
201 Q. Mr. Hagerty concluded otherwise. He gave this to
211 you under his own signature; correct?
221 A. He said I still had to have a reprimand. It is
231 correct that I still had to have a reprimand.
241 Q. All right. And you've already testified you're not
251 accusing Mr. Hagerty of any kind of racial bias towards you;

11 instructed. And in his job as instructed, he had to do this.
21 He had to provide this.
31 Q. Okay.
41 A. If -- just as you referenced earlier, the
51 recording, just as I told Mr. Hagerty when him and I spoke,
61 that I felt it was inappropriate. That it was retaliation
71 due to my filing an EEOC claim. And as -- as -- as he
81 explains, says, "This is what I have to do."
91 Q. Okay. All right. So --
101 A. So this action, yes, I do believe was retaliatory.
111 Q. Okay. But what I hear you saying is you're
121 claiming Mr. Hagerty was doing what he was told to do?
131 A. Yes.
141 Q. Okay.
151 A. In his position.
161 Q. All right. And who told him to do this?
171 A. This would have come from HR as saying, "This is
181 the process."
191 Q. Okay. Well --
201 A. That's why I clarified, the document may have been
211 written by them because I know the letter was.
221 Q. Well, you don't know who wrote it; do you?
231 A. No, this I don't. But --
241 Q. You know Mr. Hagerty signed it; correct?
251 A. Yes. He provided it to me.

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11 right?
21 A. No, I'm not.
31 Q. And you're not accusing him of being retaliatory
41 towards you either; are you?
51 A. I believe he was in a bad spot, and he was doing
61 what he had to.
71 Q. Okay.
81 A. I don't believe he was retaliating, him personally.
91 The -- I believe this whole investigation was in retaliation
101 to my filing an EEOC complaint.
111 Q. Okay. Now let me get an answer to my question.
121 Are you accusing Mr. Hagerty of retaliating against you; yes
131 or no?
141 A. I am accusing the district of, not Mr. Hagerty.
151 Q. All right. So Mr. Hagerty did not retaliate
161 against you; did he?
171 A. I guess I need -- well, we need to -- I need a
181 separation between Mr. Hagerty and what he's instructed to
191 do.
201 Q. Okay. All I'm asking you about -- it's your
211 lawsuit. You've told me you're not accusing Mr. Hagerty of
221 being racially biased or retaliatory towards you; is that
231 correct?
241 A. I'm telling you that the district as a whole --
251 okay. Mr. Hagerty, in his position, has to do his job as

11 Q. Now, when you say you believe this came from HR,
21 that is -- has anybody told you that?
31 A. Many of these documents did. And yes. Let me
41 answer the question. Many of these documents --
51 Q. Well, if you're going to answer it, then answer it.
61 A. Many of these documents did come from HR.
71 Q. Okay. I'm not asking about many documents.
81 A. And yes, I was told they were.
91 Q. I want to talk about Exhibit 5. Do you understand
101 that?
111 A. I don't know whether Kevin typed it up or HR did.
121 I cannot say that. I know he presented it, which is why his
131 signature's on it.
141 Q. Okay. Well, you've already told me you think this
151 came from HR. Are you --
161 A. I would believe that --
171 Q. Okay.
181 A. -- to be likely.
191 Q. And that belief is based on what information?
201 That's what I need you to explain to me.
211 A. As we went through this process, HR was overseeing
221 the documents. Same thing with the letter. And when I --
231 when we were talking about it, Kevin said, "They came from
241 HR."
251 Q. Okay.

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1] A. So it's a statement.
2] Q. Do you have any idea who in HR had any involvement
3] with respect to page 1 of --
4] A. I don't know who would have --
5] Q. -- Exhibit 5?
6] A. I don't know who would have typed it up. Or it may
7] have even been a lawyer. I don't know.
8] Q. Do you know if anyone in HR even discussed
9] Exhibit -- or page 1 of Exhibit 5 with Mr. Hagerty?
10] A. I know that Mr. Hagerty had discussions with HR. I
11] don't know the content of them.
12] Q. You don't know that he talked about this with
13] anybody; do you? Do you?
14] A. This was all going through HR.
15] Q. Okay. Ma'am --
16] A. Yes. He would have to either speak with HR, either
17] Barbara or the lawyer who was acting with HR.
18] Q. Okay. I'm not asking you to speculate. I'm asking
19] you what you know.
20] A. I'm not speculating. I'm telling you that.
21] Q. Were you there when he talked with anybody in HR
22] about page 1 to Exhibit 5?
23] A. I was there when he said, "I'm going to HR," yes.
24] Did I follow him into the meeting and verify exactly what
25] they were talking about? No.

1] Q. Doing this, preparing page 1 to Exhibit 5?
2] A. No.
3] Q. So your belief that this page 1 came from HR is
4] just supposition on your part; correct?
5] A. I -- my stance is I don't know who drafted the
6] document. I know Kevin Hagerty delivered it.
7] Q. All right. And the letter, this Letter of
8] Reprimand, did it reduce your compensation?
9] A. No.
10] Q. Did it change the hours of your work schedule?
11] A. No.
12] Q. Did it change any other term or condition of your
13] employment, as you understand it?
14] A. The letter itself, no.
15] Q. After you got this page 1 to Exhibit 5, you
16] continued to challenge the decision to reprimand you;
17] correct?
18] A. Yes. I did grieve it through the process.
19] Q. And ultimately, the decision was to leave the
20] reprimand in place; correct?
21] A. When we got to the final and I was going to grieve
22] per what I was told was the process, I was told at that time
23] that I had been misinformed, and that, no, I could no longer
24] continue in the process and it would stand.
25] Q. Okay. So the answer to my question is the

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1] Q. Okay.
2] A. I didn't follow him into many of his meetings.
3] Q. All right. So now would you answer my question?
4] We're going to be here a long time if you want. We'll do
5] this the hard way if we need to.
6] Did you hear Mr. Hagerty talk with anyone in
7] HR about page 1 of Exhibit 5?
8] A. Did I overhear him talk? No.
9] Q. Okay. Did he ever tell you that he had spoken with
10] anyone in HR about page 1 to Exhibit 5?
11] A. Yes. He said he had spoke with Mr. Verstegen, who
12] was acting as HR.
13] Q. We've already determined that Mr. Verstegen was
14] independent of the district; right? He's not an employee.
15] A. He is not an employee. He is acting -- he was
16] acting --
17] Q. Okay.
18] A. -- instead of HR.
19] Q. Other than Mr. Verstegen, did Mr. Hagerty ever tell
20] you he had spoken with anyone in HR about page 1 to
21] Exhibit 5?
22] A. About this document, no.
23] Q. Okay. Has anyone else told you that Mr. Hagerty
24] was doing this at HR's directive?
25] A. No.

1] reprimand was affirmed ultimately; correct?
2] A. The superintendent did affirm it and deny further
3] grievance.
4] (Deposition Exhibit No. 6 was marked for
5] identification.)
6] BY MR. HAWS:
7] Q. All right. I'll show you what's been marked as
8] Exhibit 6 to your deposition. It's Bates stamped GESD63
9] through 65. Do you see that?
10] A. Yes.
11] Q. Did you receive a copy of this on or about
12] December 20 of 2012?
13] A. I received this on December 12th of 2012.
14] Q. Is that your signature on page 3?
15] A. That is my signature.
16] Q. Is that Mr. Hagerty's signature on page 3?
17] A. That is Mr. Hagerty's signature.
18] Q. Okay. And so between November 27, 2012, and
19] December 20th, 2012, there was further review of whether
20] this -- whether or not you should be reprimanded; correct?
21] A. That is correct.
22] Q. And again, on December 20th, Mr. Hagerty is telling
23] you that the Letter of Reprimand will be imposed; correct?
24] A. When -- after November is when I --
25] Q. Is that correct?

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<p style="text-align: right;">Page 145</p> <p>1] A. Not exactly as you've stated. 2] Q. Doesn't the first paragraph say: 3] This letter constitutes as written notice that 4] after careful consideration of the facts relating 5] to conduct and ethics issues, the decision has been 6] made to impose a Letter of Reprimand? 7] A. That is what this says. 8] Q. Okay. And that's what happened; right? 9] A. This is the letter that Kevin and I adjusted that 10] was written by HR, yes. 11] Q. Okay. So it's your testimony you had a hand in 12] drafting this letter? 13] A. I had a hand in removing stuff that was drafted in 14] the original letter. 15] Q. Okay. 16] A. This is the letter that I would agree to signing 17] receipt of. 18] Q. Okay. And this is what you were referring to 19] earlier when you said that -- 20] A. That it was written by human resources. 21] Q. And that you determined this was reasonable in 22] light of what had gone on? 23] A. Not what they had wrote, no, I did not. 24] Q. Okay. 25] A. That's why I stated we received -- Kevin received a</p>	<p style="text-align: right;">Page 147</p> <p>1] Q. Thank you. 2] A. And then Mr. Hagerty -- 3] Q. Thank you. 4] A. -- stated to me -- 5] Q. There is no question pending, ma'am. 6] You've testified earlier that you and 7] Mr. Hagerty worked together to change the wording to 8] something that was reasonable? 9] A. Correct. We removed sections. 10] Q. Okay. And what you have in your hand as Exhibit 6 11] is ultimately what you and Mr. Hagerty came up with as what 12] was reasonable in your view; correct? 13] A. It is what remained of the document that I was 14] willing to sign, yes. 15] Q. This is what you were referring to just a few 16] minutes ago -- 17] A. Yes. 18] Q. -- when you testified that -- 19] A. We did not write it. We removed. 20] Q. Let me finish. 21] This is what you were referring -- Exhibit 6 22] is what you were referring to a couple of minutes ago when 23] you testified that you and Mr. Hagerty worked together and 24] came up with a document that you determined to be reasonable; 25] correct?</p>
<p style="text-align: right;">Page 146</p> <p>1] letter from human resources that -- because this is when he 2] was leaving the district -- that he had to take care of this 3] before he left, because these were his last couple of days. 4] He had received a call from your office stating this needed 5] to be taken care of and stating -- and I believe I was 6] reminded that -- 7] Q. Well, I'm just going to stop you right there. You 8] know -- 9] A. And so we -- we adjusted it. 10] Q. -- with all due respect, I don't want you to 11] filibuster here today, and I don't want you to guess about 12] things. 13] Were you present on any conversation from my 14] office? 15] A. I can tell you -- 16] Q. Were you present? 17] A. -- what I was told. 18] Q. Were you present? 19] A. I took the call and I transferred it into Kevin's 20] office, and then I was told, I was reminded -- 21] Q. You were not present for any conversation between 22] my office and Mr. Hagerty; were you? 23] A. No. I transferred -- 24] Q. Thank you. 25] A. -- the call.</p>	<p style="text-align: right;">Page 148</p> <p>1] A. That is not what I said. That is incorrect. What 2] I stated and will state again, Mr. Hagerty received a letter, 3] this document much longer, created by human resources. 4] Q. "This document much longer" is not this document. 5] A. Okay. He received a document from HR that consist 6] of all this information and additional. The parts that I 7] told Mr. Hagerty I would not sign were removed, and what was 8] remaining is this document. 9] Q. Which you've characterized as reasonable; correct? 10] A. It removed the offensive parts. I stated I would 11] accept -- I would sign for receipt of it. As noted on 12] page 3, I acknowledged receipt and have requested 13] appropriate -- an appointment with Joe to appeal it. 14] Q. Okay. 15] A. So -- 16] Q. The record will show what you said. But when you 17] were talking about you and Mr. Hagerty working together to 18] edit a document -- 19] A. To edit. 20] Q. -- Exhibit 6 is the -- 21] A. Not to write. 22] Q. -- Exhibit 6 is the document you were referring to; 23] correct? 24] A. Yes. We removed the parts that I found completely 25] offensive.</p>

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1] Q. Okay. And once again, as of December 20th,
2] Mr. Hagerty is concluding that the Letter of Reprimand would
3] remain in place; right?
4] A. He provided the Letter of Reprimand as instructed,
5] and he was aware I was going to appeal it, yes.
6] Q. Well, did Mr. Hagerty ever give you something that
7] said, "I'm not going to impose a Letter of Reprimand"?
8] A. No. He --
9] Q. Did Mr. Hagerty ever give you a letter saying, "I
10] disagree with" -- "you know, I don't agree that you should
11] get a Letter of Reprimand"?
12] A. Actually, I had a meeting with Mr. Hagerty.
13] Q. Ma'am, did you ever get a --
14] A. Yes.
15] Q. Did you ever get a letter from him like that?
16] A. In writing, no. I have a recording of his
17] statement, though.
18] Q. Okay. A recording which you've never produced;
19] correct?
20] A. I have produced it.
21] Q. Well, no, you have not.
22] Have you produced any recordings to my office
23] in this litigation?
24] A. I provided it to my attorney's office.
25] Q. That's not my question.

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1] A. I haven't provided anything to your office at all.
2] Q. Okay. Exactly.
3] A. I've provided everything to my attorney, and I
4] believe we've provided everything you've requested.
5] Q. Well, you may want to check with your lawyer on
6] that.
7] All right. So after getting Exhibit 6, you
8] continued to pursue efforts to have the Letter of Reprimand
9] removed or changed; correct?
10] A. Yes. I continued to follow through with the
11] district's prescribed process, as instructed.
12] (Deposition Exhibit No. 7 was marked for
13] identification.)
14] BY MR. HAWS:
15] Q. Show you what's marked as Exhibit 7. It's GESD76
16] and 77, a letter dated January 28, 2013, from Mr. Quintana.
17] Have you seen this before?
18] A. Yes. This was his response.
19] Q. Did you receive this from Mr. Quintana about
20] January 28, 2013?
21] A. Yes.
22] Q. And Mr. Quintana determined that he would uphold
23] Mr. Hagerty's decision to impose the Letter of Reprimand;
24] correct?
25] A. That is what this letter states.

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1] Q. Okay. And between November 20, 2012, and
2] January 28, 2013, you had a chance to provide additional
3] information to Mr. Quintana before he issued this letter;
4] right?
5] A. There should be forms included in whatever you
6] have. I followed their prescribed process. They have
7] specific forms you have to fill out, specific ways that you
8] have to appeal. And I followed whatever direction I was
9] given by the district to appeal.
10] Q. Was there some part of the district process that
11] you were not allowed to pursue?
12] A. They changed the process as we were going through
13] it.
14] Q. Okay. From what to what?
15] A. Mr. Quintana stated that he misunderstood what the
16] process was.
17] Q. And what's your understanding of the change that
18] was made?
19] A. Whether or not I could appeal to the governing
20] board.
21] Q. You thought you could, and he said you couldn't?
22] A. Well, he said I could, and then later changed it
23] and said that, no, I couldn't.
24] Q. Did he explain why?
25] A. He said he misunderstood the process.

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1] Q. And the process is set out where, to your
2] understanding?
3] A. It should be in the policies.
4] Q. Which policy; do you know?
5] A. I don't know off the top of my head. It should be
6] attached to the documents.
7] Q. In your position, you were considered a classified
8] employee; right?
9] A. That is correct.
10] Q. Sometimes referred to as support staff?
11] A. That is correct.
12] Q. Paraprofessionals?
13] A. Uh-huh.
14] Q. As opposed to teachers or certified --
15] A. That is correct.
16] Q. -- employees?
17] A. Uh-huh.
18] Q. And sometimes -- is that a "yes"?
19] A. That is correct.
20] Q. And you know that sometimes the discipline policies
21] are different for classified staff compared to certified
22] staff; right?
23] A. They're completely different policies, correct.
24] Q. Did Mr. Conrad replace Kevin Hagerty?
25] A. He was a temporary.

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1] Q. Was he doing the same duties that Mr. Hagerty had
2] done?
3] A. I don't know if he did all the same duties. I know
4] he was filling in. He was part-time. So I don't know that
5] he --
6] Q. Do you have any understanding as to who replaced
7] Mr. Hagerty?
8] A. Yes. Mike Berigan did, was his final replacement.
9] Q. When did he start?
10] A. I don't know. It was after I was gone.
11] Q. Okay. So who replaced Mr. Hagerty in the interim?
12] A. Rick Conrad.
13] Q. Had you had any prior interactions with Mr. Conrad?
14] A. No.
15] Q. And Mr. Hagerty was at the district through at
16] least December 20th; right?
17] A. I'd have to look at a calendar. I believe the 22nd
18] was his last day.
19] Q. Okay.
20] A. Because like I said, this -- the letter came
21] literally because he -- it was his last day. So the 20th was
22] his last physical day there, not his last day of record.
23] Q. And that would have been about the time of winter
24] break; correct?
25] A. Yes.

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1] Q. And did your group go on winter break or did you
2] continue to report to work?
3] A. No, we went on winter break.
4] Q. All right. Now, Mr. Conrad, he was not involved,
5] to your understanding, of -- in deciding whether to give you
6] the reprimand; was he?
7] A. Actually, I -- he may have been.
8] Q. Okay. Why do you say that?
9] A. He started -- like I said, he was part-time. He
10] started coming in just before Mr. Hagerty left, kind of a
11] transitional. Him and I had -- we had had a meeting or two,
12] and we had talked about issues, that these issues had
13] existed. So he was aware of the entire situation, yes.
14] Q. Do you have any information at all to suggest that
15] Mr. Conrad had any involvement in issuing the Letter of
16] Reprimand?
17] A. Issuing the actual official letter? No, I do not.
18] I don't believe they would have included him in that, in the
19] actual issuing of a letter.
20] Q. Did you ever discuss with Mr. Conrad whether he had
21] had any involvement in the Letter of Reprimand?
22] A. I don't believe that was in our conversation.
23] Q. Did anybody else tell you that Mr. Conrad had had
24] any involvement in issuing the Letter of Reprimand?
25] A. I don't believe so.

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1] Q. So again, do you have any firsthand information
2] that would suggest Mr. Conrad was involved at all in the
3] Letter of Reprimand?
4] A. I don't know what meetings Mr. Conrad had. I could
5] not speak to that.
6] Q. And the reprimand didn't change your work title;
7] did it?
8] A. No.
9] Q. It didn't change where you were assigned?
10] A. Not officially, no.
11] Q. Didn't change your work schedule?
12] A. Huh-uh.
13] Q. Is that a "no"?
14] A. The Letter of Reprimand did not change my work
15] schedule.
16] Q. Okay. Did Mr. Conrad work in the same office that
17] Mr. Hagerty had departed?
18] A. After Mr. Hagerty left, yes.
19] Q. And how would you describe your relationship with
20] Mr. Conrad?
21] A. Depending on the point in time. Initially, I
22] thought it was going to be okay. I -- we had gone through
23] this. Him and I had met. We had talked about what all had
24] occurred. I had met with Mr. Quintana, and I thought we were
25] going to be able to -- to move past anything, and I would go

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1] through whatever process. And it changed shortly after the
2] new year.
3] So initially, it was -- it seemed positive.
4] He was an interim. He noted that -- that, you know, we would
5] do whatever we needed to to work together. I agreed to do
6] whatever it was. We had a very positive before the winter
7] break. He acknowledged that I was doing work that was far
8] above and beyond what my title was, but he indicated that the
9] permanent replacement for Mr. Hagerty would have to address
10] that.
11] Q. And what things did he think you were doing that
12] were outside of your job description?
13] A. Contract management, setting benefits rates. There
14] was some higher-level financial analysis that I had done.
15] There was some reorganizations that I had done. There was a
16] significant portion of work that was a much higher level than
17] an assistant would do.
18] Q. Okay. And did Mr. Conrad explain to you why he
19] wanted to make changes in the duties that you would be
20] performing?
21] A. He never said he was going to make changes to the
22] duties. All he said was that my position, most likely, would
23] need to be made a higher position, but that he would leave
24] that to the permanent replacement to take care of.
25] Q. Did he indicate whether you were going to continue

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1] to manage contracts or set rates or do this higher-end
2] financial analysis?
3] A. No. He never indicated any -- anything.
4] Q. Did you continue to do those while he was your
5] supervisor?
6] A. Initially through -- through December I did. When
7] we came back in January, I came back, continued with the work
8] I was doing. And eventually, all work relating to business
9] and finance was removed. All work, with the exception of
10] there were a few analysis that needed to be done. And since
11] Mr. Hagerty was gone and the director of finance didn't know
12] how to do them, I still did those few projects. But beyond
13] that, all other business and finance related work was
14] removed.
15] Q. Okay. And you continue to do the risk management
16] stuff?
17] A. Yeah. Risk management was a -- maybe an eighth of
18] my job, and that was all that remained, yes.
19] Q. Okay. But your work hours remained the same --
20] A. Yes.
21] Q. -- until you left the district; correct?
22] A. Yes. I came in every day. I clocked in and I sat
23] at my desk.
24] Q. And your rate of pay remained the same --
25] A. Yes, it did.

1] thinking. But my question --
2] A. I don't know what he was thinking.
3] Q. -- to you is: Did you ever discuss with him your
4] impression that the business and finance tasks had been
5] removed from you?
6] A. Any items that I had would be documented.
7] Q. Did you ever discuss that with Mr. Conrad?
8] A. I don't know. I'd have to look back at e-mails
9] because Mr. Conrad didn't speak to me. So a lot of my
10] conversations with him were in e-mails. I'd have to go back
11] and look at those e-mails. And many of those he didn't
12] respond to either. So --
13] Q. As you sit here today, can you recall any
14] communication, verbal or written, with Mr. Conrad about
15] whether or not business and finance tasks had been removed
16] from you?
17] A. On that one specific topic, no. We had a
18] conversation -- I'm not even sure what started the
19] conversation -- where he came to my desk and said very
20] offensive things. I defended myself. And I think, beyond
21] that, he stopped talking to me or minimally spoke with me.
22] The assignments that I received beyond that
23] were given to me by the superintendent and secretary.
24] Q. Okay. That interaction with Mr. Conrad that you
25] talked about, did that have anything to do with business and

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1] Q. -- until you left the district; correct?
2] A. Yes, it did.
3] Q. Your benefits remained the same until you left the
4] district?
5] A. Yes, they did.
6] Q. Your title remained the same until you left the
7] district?
8] A. Yes. Only my work was removed.
9] Q. Your work location remained the same?
10] A. Correct. Only my work was removed.
11] Q. Okay. And to your understanding, who made the
12] decision to have you stop working on business and finance
13] things?
14] A. I can only assume it was --
15] Q. Well, I don't want you to assume.
16] A. I don't -- I don't -- I can't --
17] Q. Do you know?
18] A. No. I can't tell you who made the decision to
19] remove all my work.
20] Q. Okay. Did you ever discuss that with Mr. Conrad?
21] A. I don't -- individual assignments as they occurred,
22] perhaps we had had conversations. But overall, no. As time
23] went by, Mr. Conrad and I -- Mr. Conrad, in general, didn't
24] want to talk to me. So --
25] Q. Well, I don't want you to guess as to what he was

1] finance tasks?
2] A. I don't recall what started it. It's documented
3] in -- it's documented. I'd have to reference it. You should
4] have e-mails and letters. It's all documented in the
5] document that I provided where I put everything in
6] chronological order, and it's documented in the letter I
7] provided to Miss Goodwin, Dr. Goodwin.
8] Q. Okay. Now, you understand that Mr. Hagerty's final
9] determination and Mr. Quintana's final determination was that
10] you received a written reprimand for violating board
11] policies; correct?
12] A. Yes. For the e-mail, correct.
13] Q. All right. Do you have any information to suggest
14] that that wasn't the real reason why you were reprimanded?
15] A. I believed when the whole investigation started,
16] and I believe the way everything occurred was retaliation for
17] my filing an EEOC claim, as I expressed to Mr. Hagerty that I
18] believed it was. And as he stated, if I would drop the EEOC
19] claim, they would not provide -- they would not give me a
20] Letter of Reprimand.
21] Q. All right. But we've already determined that you
22] agree that your e-mails were not nice; right?
23] A. I did not respond well to harassment, correct.
24] Q. Okay. And that you could have taken a different
25] approach than the one you chose; right?

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<p style="text-align: right;">Page 173</p> <p>1] occurred, I had conversations, like I said, before and then a 2] couple months before. We had tried to move forward with 3] other things, and there were other actions that had been 4] taken. 5] I was avoiding filing the EEOC until I felt I 6] had no other choice. So -- 7] Q. I'm not asking -- 8] A. So those are the actions that I was retaliated 9] against for. 10] Q. Okay. 11] A. And then, once the EEOC claim was officially filed, 12] it didn't matter what I did. There was going to be a fault 13] found in it. 14] Q. Okay. So what you're -- if I understand you right, 15] what you're saying prompted the actions you claim are 16] retaliatory were the statements and indications that you were 17] going to file an EEOC charge? 18] A. Uh-huh. 19] Q. And that you ultimately did file the EEOC charge? 20] A. Uh-huh. 21] Q. Is that a "yes"? 22] A. Yes. I believe that I stated I was going to file 23] one. Things started building. I believe that's when they 24] started building the case. And I believe that they finally 25] decided to move forward with an investigation once I</p>	<p style="text-align: right;">Page 175</p> <p>1] that has occurred as it occurred. So I can't -- if you're 2] asking about a specific instance, you have to give me a 3] specific instance. 4] Q. Well, I want to know why you're suing Glendale 5] Elementary School District for retaliation. What you've told 6] me is that it was your indication you were going to file an 7] EEOC charge and that you did file an EEOC charge. 8] A. But it's multiple things. It's -- yes, it's my 9] filing the EEOC charge. It's also my informing Mr. Hagerty 10] that they had discriminatory practices against women. 11] That -- and I understand that was -- I guess I don't 12] understand why it was such an issue. It's my duty to report 13] when I see that there's an issue to my supervisor, which is 14] Mr. Hagerty. And his taking it to the superintendent -- at 15] no point did I tell the superintendent he had to be -- to do 16] it. I never confronted him directly. I reported to my 17] supervisor. 18] I was also asked if I would provide it to the 19] board president. I believe that statement is in there that I 20] gave of issues that were occurring. And I said I wasn't 21] comfortable putting my name to it, but that I would document, 22] and I would give the document. 23] Q. Okay. 24] A. And that is in there as well. 25] Q. Sure.</p>
<p style="text-align: right;">Page 174</p> <p>1] officially filed. 2] Q. Okay. So after you filed the charge, did you do 3] anything else that you're claiming resulted in retaliation? 4] A. Did I do anything else? I tried to follow every 5] process they gave me to follow. I guess I'm not sure what 6] you're looking for. 7] Q. Sure. Okay. Did you make any other complaints, 8] for example, or take any other steps to say, "Hey, I need 9] some protection here," type of a thing? 10] A. There are letters to HR. I don't know when they 11] came into play. It's all documented in the time line where I 12] felt that, yes, it was continuing. 13] Q. And those letters are connected with your 14] challenging the Letter of Reprimand; right? 15] A. Not all of them. There's different things that 16] were occurring. 17] Q. Okay. What else? What other -- what other actions 18] did you take that you're claiming resulted in a retaliatory 19] act? If it's the things leading up to the EEOC charge, 20] that's fine. I'm not saying -- 21] A. Once -- as I've stated before, I believe that 22] administration began to try to build a case just to either 23] make me leave or to just, you know, not renew me in the next 24] contract cycle. 25] And I've provided information with everything</p>	<p style="text-align: right;">Page 176</p> <p>1] A. These are all things that led to the retaliation. 2] Q. Okay. And so this report of you saying you made a 3] report that the district was discriminating against women -- 4] A. Just practices that the superintendent was doing 5] that were inappropriate, yes. 6] Q. And that report was made prior to you filing the 7] first EEOC charge; right? 8] A. I believe so. I'd have to look at the dates. 9] Q. Okay. 10] A. I don't -- I documented it all because I don't 11] remember at this point. It's years later. 12] Q. Well, this is an important point, and you're here 13] for me to ask you questions. I want to make sure I get what 14] you remember. 15] That occurred around the time that you were 16] applying for the coordinator position; right? 17] A. I believe so. 18] Q. And that was in the April-May 2012 time period; 19] correct? 20] A. I could look -- we could look at the date in the 21] document, and I will agree to whatever date I put on the 22] document. 23] Q. What document? 24] A. The time line that I have provided. I believe -- 25] isn't that my time line sitting right there or is that</p>

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<p style="text-align: right;">Page 177</p> <p>1] something of yours? I don't want to intrude. 2] Q. No. That's -- this is not something that you 3] prepared. But I will tell you that you applied for the 4] coordinator position on April 12th, 2012. 5] A. Okay. 6] Q. You can assume that to be true. That is around the 7] time period that you were making this report that you 8] believed the district was discriminating against women; 9] correct? 10] A. I'd have to look at my -- like I said, I also 11] created a document that had a time line. I've given my whole 12] file over, so I don't -- I'd have to get in the file to 13] reference what I -- I don't even have the computer I created 14] it on. So I would have to pull the file. 15] I don't want to give you a wrong date, 16] Mr. Haws. I'm not -- 17] Q. You don't have any recollection whatsoever -- 18] A. It was -- 19] Q. -- about when you made that accusation? 20] A. It was in the time frame that we were talking -- 21] Q. It's pretty -- it's not the kind of thing you say 22] every day to somebody. 23] A. It's in the time frame that we were talking about 24] when Matthew Peterson would have been hired because that was 25] the conversation with the women being discriminated against.</p>	<p style="text-align: right;">Page 179</p> <p>1] have to look back at any documentation. I wrote everything 2] very clearly in my claims because I knew I would not remember 3] years later. 4] Q. Okay. As you sit here today, are you able to give 5] me any other actions that you took that you're suing 6] Glendale Elementary School District over for retaliation; yes 7] or no? 8] A. I don't know. 9] Q. Okay. Because this is my chance to talk to you 10] about why you're taking -- why you're bringing this lawsuit. 11] So I want to give you every chance I can for you to tell me 12] what is the basis for the retaliation claim. If you've told 13] me what there is, that's fine. I'll move on. 14] A. If it's -- if it's not -- if there's something 15] different in the -- I don't want to say that there's nothing 16] else if it's in the documentation. What we've talked about 17] are the main points that I can remember off the top of my 18] head. 19] Q. Okay. 20] (Deposition Exhibit No. 8 was marked for 21] identification.) 22] BY MR. HAWS: 23] Q. I'll show you what has been marked as Exhibit 8. 24] It's GESD79 and 80. 25] Is that your signature on page 2?</p>
<p style="text-align: right;">Page 178</p> <p>1] That was the first -- that was the first thing that I did. 2] Q. Okay. All right. 3] A. That would -- 4] Q. So if it's around the time that Mr. Peterson was 5] hired, we know that it would have been prior to June of 6] 2012 -- 7] A. Correct. 8] Q. -- because he is sending the letter to 9] Mr. Hagerty -- 10] A. Correct. 11] Q. -- in June of 2012; right? 12] A. Correct. 13] Q. Okay. 14] A. So it has to have been prior to that. 15] Q. Okay. Does that complete your list of reasons why 16] you've sued Glendale Elementary School for retaliation? 17] A. I believe those are all the series of actions that 18] I was -- those were retaliation, yes. The woman, the filing 19] of an EEOC claim, yes. 20] Q. Okay. 21] A. Those were the retaliatory -- that's why I was 22] retaliated against. 23] Q. Okay. And you don't remember any other actions 24] that you took that you're claiming resulted in retaliation? 25] A. Off the top of my head, not at this moment. We'd</p>	<p style="text-align: right;">Page 180</p> <p>1] A. Yes. 2] Q. Did you prepare this on or about January 31, 2013? 3] A. Yes, I did. 4] Q. And this is your letter of resignation; right? 5] A. This is a letter of notice of constructive 6] discharge. 7] Q. Well, don't you say: 8] I am submitting my 15 day notice of 9] resignation due to constructive discharge? 10] A. Yes. Per the employee handbook, I followed the 11] process, which I was given through the director of human 12] resources. 13] Q. All right. And why did you believe your -- why did 14] you feel like you were being constructively discharged? 15] A. All of my work in the business office had been 16] removed. I had been sitting at a desk where I had no work 17] other than what small amount was with risk management. They 18] had hired a temporary secretary and were -- she was housed 19] over in the records department to do all of the work I had 20] previously been doing or the work that was listed as part of 21] my duties. And at that -- I was sitting on display in an 22] empty desk with minimal to no work to do. 23] Q. Sitting on display? Your location hadn't changed. 24] We've already -- 25] A. No. But it was right out in the open. Everyone</p>

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1] had to walk by where my desk was. Yeah.
2] Q. All right. And the business work that had been
3] removed, do you know who had made the decision to remove
4] that?
5] A. I would assume Mr. Conrad.
6] Q. Okay. Well, I don't want you to assume. This
7] isn't the place for you to assume.
8] A. Well, Mr. Conrad would have been the person who
9] would have given me the work, and he no longer did.
10] Q. Okay. Did you have any conversations with him
11] about the change in the workload?
12] A. Not that I know of. I don't recall our
13] conversations. It's whatever I documented.
14] Q. But he had told you that he believed you were doing
15] things outside of your job description, and that he was going
16] to have you focus on things within your job description;
17] correct?
18] A. No. That's not what the statement was.
19] Q. Okay. What was the statement?
20] A. His statement was that the work I was doing was
21] beyond the position. The position should most likely be
22] upgraded. However, he was going to leave that for the
23] permanent replacement to address.
24] Q. Was Mr. Conrad -- did he ever express any
25] satisfaction with the work that you did?

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1] A. I don't think anything I did made Mr. Conrad happy,
2] no.
3] Q. Did he express any dissatisfaction with your work
4] performance?
5] A. As I stated, it was -- his conversations with me
6] were minimal. He had, at one point, stood at my desk and
7] said horrible things, which I defended.
8] Q. What horrible things did he say?
9] A. Well, I think I have it all documented in here.
10] I'd have to look at e-mails or whatever I wrote.
11] Q. As you sit here today, can you tell me --
12] A. I know that the premise of his conversation --
13] Q. Let me finish my question, ma'am.
14] As you sit here today --
15] A. Yes.
16] Q. -- can you tell me any horrible thing that you
17] remember Mr. Conrad supposedly telling you?
18] A. I recall him standing at my desk. I recall him
19] just snipping at me for something. I don't recall what
20] started the conversation. And it went slightly further
21] into -- I believe his statement at some point was, "You're
22] going to -- from this point forward, you're going to type
23] documents and answer phones," and -- and just something along
24] those lines.
25] He -- at one point when we were talking about

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1] the trust board, he said that he did -- that -- because I
2] told him that it was overtime. I clarified that it was in
3] overtime. And he said, "No, you will not do overtime." And
4] I did express to him that it was in my -- it was in my
5] position to do that, and that there was a budget for it. I
6] mean, so we had a lot of conversations as far as that.
7] Beyond that, he literally would shut down and
8] not speak to me at all. He would walk in the door, would
9] walk past my office, would walk in his office, would close
10] the door.
11] I -- some assignments that I -- the few
12] assignments that I did get were when they didn't have anyone
13] else who knew how to do them, they would ask Liz to come and
14] ask me if I could do them for them.
15] Q. Okay. So when you're saying he said horrible
16] things, did he ever call you any names?
17] A. He -- it began with the start of the --
18] Q. Did he ever call you names?
19] A. I don't recall if there was a name called in it,
20] no.
21] Q. Did he ever use cuss words at you?
22] A. I do not recall either of us said any bad words.
23] Q. Okay. Did he raise his voice?
24] A. Yes.
25] Q. Did you raise yours?

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1] A. Most likely.
2] Q. Okay. When he said he wanted you to type documents
3] and answer the phone, what's horrible about that?
4] A. It was more -- not so much that that's what he was
5] saying. Those two items, they're in my job. That's not a
6] big deal. It was the tone of what he had said essentially
7] was, "You're going to type documents, answer phones," and it
8] was at the end of a degrading conversation.
9] Q. Well, degrading -- someone else will conclude
10] whether it was degrading. I want you to tell me, as best you
11] can remember, what was said.
12] A. I don't remember word for word. I believe it's
13] documented in something that I provided because I know I
14] documented it.
15] The issues with Mr. Conrad began as we got
16] into the new year and the trust board was about to have its
17] first meeting of January. And I -- since Mr. Conrad was not
18] there full-time, at that point, I did meet with Mr. Quintana
19] and said, "These are the things that we need to address that
20] are coming up. Could you provide direction?"
21] And his direction to me was, "We need to
22] discuss this with Rick when he's here. I want you to come
23] to" whatever meeting it was they were having, K-12,
24] principals meeting, whatever it was, "at this time because
25] we'll have a break and then we can talk."

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1] So I did as I was directed. I was asked to
2] come to -- I waited for him. I went ahead, as directed by
3] Mr. Quintana, and as I started to talk and let them know what
4] was on the schedule and what needed to be done, Rick
5] repeatedly was like (indicates noise), rolling his eyes as
6] I'm trying to talk to him and two other people.
7] And so I looked at them and I said,
8] "Apparently what I'm saying is offensive to Mr. Conrad, so
9] I'm going to let you all finish the conversation. I'm going
10] back to my office. Let me know what you want me to do." And
11] I went to my office.
12] It -- had -- had Mr. Conrad simply wanted to
13] remove the higher-level duties that I was doing, and he had
14] come to me and said, "You know, Kim, I am concerned you're
15] doing these higher-level duties. I'm not going to have you
16] do those anymore. These are what I want you to do," and
17] just -- and gone on, that would have been one thing. But
18] that's not what occurred. He had this rolling eye fit. And
19] all I was doing was following the direction of what
20] Mr. Quintana had given.
21] I don't know why Rick's attitude towards me is
22] what it was. I can't tell you. I can't tell you. I can't
23] tell you whether somebody told him that I was an issue they
24] wanted to get rid of. I can't tell you. I don't know
25] because it doesn't make sense.

1] description?
2] A. Absolutely. If he wanted to say, "I no longer want
3] you to work on X, Y or Z," it was fully within his scope to
4] simply tell me, "I don't want you to work on X, Y or Z." And
5] then --
6] Q. And typing documents and answering the phone were
7] tasks you were supposed to do according to your job
8] description?
9] A. That is correct.
10] Q. And you're not claiming anything inappropriate by
11] being asked to do those tasks; are you?
12] A. If those were assigned tasks to do, no, that is not
13] inappropriate. What he had said to me and the way he said it
14] was intended to degrade me. It was -- in the conversation,
15] this is when it got heated.
16] Q. Did you say anything meant to degrade him?
17] A. Actually, no. I defended myself.
18] Q. Okay. So --
19] A. I said, "I'm not an idiot."
20] Q. -- you both raised your voices.
21] A. Yes.
22] Q. But it's only him that said degrading --
23] A. No. My response was, "I'm not an idiot. I do have
24] a degree in human resources. I -- I -- you don't have to
25] treat me that way."

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1] And I did share with the director of human
2] resources that it was becoming -- you know, "What do I do?"
3] And I asked her, "What do I do?" Which is why this says,
4] "Per the employee handbook."
5] I believe there's e-mails in what I documented
6] where I reached out to the director of human resources and
7] said, "What is the process? What do I do?" And so at that
8] point, I followed the process.
9] Q. Okay.
10] A. They did do an investigation as to whether or not,
11] and yes, even Miss Grassi agreed that he just disregarded me.
12] Walked past, didn't -- removed all my work. Just didn't give
13] it.
14] They hired a temporary. It became too
15] overwhelming for the superintendent's secretaries to do it,
16] so they hired a temporary and housed her. That I also found
17] out because an employee who's in that department said, "Hey,
18] you know, when are you leaving? Because the gal -- we don't
19] have room for her in our office."
20] I can't tell you, Mr. Haws, what conversations
21] happened in the background. All I can tell you is that I
22] was -- my work was removed unless it was something that no
23] one else knew how to do.
24] Q. Okay. And you would agree that Mr. Conrad could
25] appropriately take away tasks that were outside of your job

1] Q. Do you think that's an appropriate way to address
2] your supervisor?
3] A. No, I don't.
4] Q. Okay.
5] A. I think I needed to -- I simply stated that I was
6] not an idiot and I was not to be treated that way. And I do
7] think it's appropriate to tell someone that it's not okay to
8] treat me the way you're treating me.
9] Q. You weren't entitled to work any overtime; correct?
10] A. It was stated when I was hired that I would be
11] working overtime, yes.
12] Q. Now would you answer my question. You weren't
13] entitled to work any overtime; were you?
14] A. If I had to work on the trust board or one of the
15] night documents, yes, it would be in overtime.
16] Q. Okay. There were many options. The district could
17] say, "Don't come in from eight to noon tomorrow because we've
18] got the trust board meeting, and we only want you working
19] eight hours today"; right?
20] A. That's not what was ever said to me, no.
21] Q. Okay. Your schedule was determined by the
22] district; correct?
23] A. Correct.
24] Q. You didn't have any entitlement to a particular
25] work schedule; did you?

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1] A. No. I was told I would be working a regular eight
2] to five schedule. On nights of budget meetings or trust
3] board, that I would be required to work overtime.
4] Q. And the fact that the district may have budgeted
5] for overtime expenses, that doesn't mean they have to
6] spend --
7] A. No.
8] Q. -- the money; does it?
9] A. No. No. I was told -- yeah, if they required me,
10] I was told I would be paid overtime.
11] Q. So it's appropriate managerial discretion to have
12] an employee not work overtime; correct?
13] A. Correct.
14] Q. Now, you submitted your notice of resignation just
15] three days after being notified by Mr. Quintana that the
16] reprimand would stand; right?
17] A. The two were separate issues.
18] Q. Okay. You're not acknowledging that this was
19] frustration with the fact that the Letter of Reprimand --
20] A. No.
21] Q. -- was going to be enforced?
22] A. No. This was -- and as I stated then, and I had
23] stated in e-mails that I believe you probably have, my work
24] had all been removed. I was literally sitting at an empty
25] desk. Board members had come by and even board members were

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1] aware that I had no work to do. I believe I joked with one
2] of them --
3] Q. Well, that's an exaggeration; isn't it? You had
4] work to do. You had all the risk management stuff?
5] A. No. The risk management stuff was a -- was -- was
6] a minimal portion of my position. I -- when --
7] Q. And you have --
8] A. When I couldn't find work to do, I literally typed
9] phone numbers into the risk manager's personal cell phone.
10] Q. Okay.
11] A. Because I didn't have work to do at all.
12] Q. All right. In any event, no one told you you
13] were -- you needed to quit; right? That was your decision to
14] tender your resignation?
15] A. Due to the hostile work environment, yes, I had
16] felt the need to quit.
17] Q. Okay.
18] A. As stated in this document.
19] Q. And did you give this to Dr. Goodwin or how did you
20] deliver this document?
21] A. You know, I'd have to look at my copy of it because
22] I believe I may have given it to -- I either gave it to
23] Mr. Goodwin or Mr. Quintana. I'm not sure which one. I know
24] I had them sign my copy. So I'd have to look at the file,
25] see if I had another copy.

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1] I believe I had him sign this document, that I
2] was providing it. I may have given it to -- I would have
3] given it to one of the two of them.
4] Q. Okay. Did you --
5] A. In fact, I note in here the situation I just talked
6] about where I just e-mailed my recommendations to the
7] superintendent.
8] Q. Did you have any conversation with whoever you gave
9] it to about the content of this Exhibit 8?
10] A. I beg your pardon?
11] Q. Did you have any conversations with whoever you
12] gave this Exhibit 8 to about the document?
13] A. At the time I handed it to them?
14] Q. Yes.
15] A. I don't know.
16] Q. Did you tell them what it was when you gave it to
17] them?
18] A. I would have told them, yes, what it was.
19] Q. What would you have told them?
20] A. That it was a notice of constructive discharge.
21] Q. Okay.
22] A. I mean, I state even in this letter that he had
23] even said it wasn't appropriate for me to talk to directors.
24] And that was in a meeting where he had asked me a question,
25] and I had -- when I answered him or tried to answer him, he

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1] ordered me to -- it wasn't a question that I should have
2] answered in front of everybody, and I told him that. And he
3] ordered me to tell him the answer to the question right
4] there. So I did, which is what upset him. And it even says
5] in there that I was no longer allowed -- he didn't want me
6] talking to directors. He -- he -- I mean, it --
7] Q. Did you ask him why he had come to that point?
8] A. No.
9] Q. All right.
10] A. I told him -- I told him --
11] Q. All right.
12] A. -- when he was upset --
13] Q. I don't have a question about that. I want to move
14] on to Exhibit No. 9.
15] MR. STRICKMAN: Before we move on, do you mind
16] if we take a quick five? I know we just took a break, but I
17] just need to take care of something real quick.
18] MR. HAWS: Sure.
19] (Recess taken, 4:07 - 4:17.)
20] (Deposition Exhibit No. 9 was marked for
21] identification.)
22] MR. HAWS: All right. We're back on the
23] record then.
24] BY MR. HAWS:
25] Q. Ms. Fisher, I'll remind you, you remain under oath.

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1] Exhibit 9.
2] A. Okay.
3] Q. Which is GESD083 in the bottom right-hand corner.
4] A. Correct.
5] Q. Is that your signature on the side of the document?
6] A. Yes. I believe I wrote I received it on 2/19. I
7] think that says "19." It's cut in half. If you have the
8] original document, it might have it.
9] Q. Yeah. Mine's cut off as well.
10] A. And I signed it and underneath I wrote, "I disagree
11] with the findings."
12] Q. Okay. And this is Dr. Goodwin's response to --
13] A. To my 15-day notice.
14] Q. -- your Exhibit 8 --
15] A. Uh-huh.
16] Q. -- correct?
17] A. Yes.
18] Q. All right.
19] A. And a subsequent e-mail that I had sent her.
20] Q. All right. Okay. And Ms. -- or Dr. Goodwin
21] followed up on your concerns. She met with Mr. Conrad she
22] indicates; correct?
23] A. That is what she indicates.
24] Q. And she indicates she interviewed several staff
25] members who regularly deal with you; right?

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1] A. That is what she states in this letter.
2] Q. Do you have any reason to say that's not accurate?
3] A. Yes, I do.
4] Q. Why is that?
5] A. Because I asked the group of individuals that I
6] work closest with, and they said none of them had been
7] interviewed.
8] Q. Who did you ask?
9] A. The accounts payable department.
10] Q. And who's that?
11] A. The people across the way. It was Sam.
12] Q. Sam what?
13] A. I'd have to look at their names. Peggy, Sam, Sam's
14] husband who also works in there. Can I look at my Facebook
15] to tell you the names?
16] Q. Can you tell me the names as you sit here?
17] A. No. I'm drawing a blank for some reason.
18] Q. Okay.
19] A. But I know that Mary -- I can tell you their first
20] names. I can't tell you their last names. I don't know why
21] I'm drawing a blank. Mary is my Facebook friend. She was
22] the one that sat directly across the hall from me and brought
23] me Tums on a regular basis. Sam sat directly behind her.
24] Her husband sat catty-corner to her. And Peggy sat back in
25] the corner.

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1] There was one other gal back there, but I
2] didn't generally work with her. So I definitely don't
3] remember her name. And I don't remember their last names. I
4] think they're all still with Glendale, though.
5] Q. All right. And Dr. Goodwin determines that the
6] evidence does not support that you have been subject to
7] harassing and intimidating behavior such that your work
8] conditions are intolerable. Do you see --
9] A. That's what she states in this letter.
10] Q. Do you have any reason to believe that
11] Dr. Goodwin's conclusions were based on something other than
12] her review -- her review of the evidence and information?
13] A. Yes.
14] Q. What?
15] A. I do believe that, at this point, they really just
16] wanted me to leave. They were okay with the constructive
17] discharge.
18] In the conversation I had with Miss Goodwin
19] when she gave me this letter, we did discuss Rick. We
20] discussed how I -- how I felt that he had been very hostile
21] towards me. We discussed the statement in here where it says
22] that I had been disrespectful to him or that I had said bad
23] things to him. And I actually noted to her that that
24] statement is inaccurate.
25] I noted to her that I had received a call

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1] earlier even that day from the purchasing department, and the
2] individual on the other side of the phone was almost fishing
3] to get me to say something bad.
4] Q. Well, that's your impression.
5] A. This is what I told her. You're asking what I --
6] I'm telling you what I told her. That was my impression,
7] that she was fishing to get me to say something bad, and
8] that, no, I told her I believe that Rick's issue was
9] exclusive with me, and that I felt that he was a smart man,
10] and most likely, he would do good things with them.
11] And Miss Goodwin acknowledged -- she said, "I
12] know," which led me to believe that the call came at her
13] direction.
14] Q. Did you ask her about that?
15] A. No, I did not.
16] Q. Did you ask her to explain her comment, "I know"?
17] A. No, I did not. Because at this point, it was -- it
18] was clear that I just needed to leave.
19] Q. Okay. And when you say they wanted you to leave,
20] who's "they" to you?
21] A. The superintendent, the associate superintendent of
22] human resources, the administration of the district. They
23] wanted to move forward. They had Sylvia already hired as a
24] temporary doing my work for many months. They needed her out
25] of the research department, which meant she needed to have a

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1] desk to go to. So the sooner they could get me out of there,
2] the sooner they could put her in the position that she had
3] been doing the work for.
4] Q. All right. What's your understanding of why they
5] wanted you to leave? Because they wanted -- they preferred
6] Sylvia?
7] A. No. I think it all goes -- it all stems back. It
8] spiraled forward from the retaliation. And at some point in
9] human resources, you document what you can so that when an
10] attorney -- when an employee brings a lawsuit, you can try
11] and defend your actions as much as possible. And you provide
12] letters that simply say, we don't believe it's true.
13] Q. Well, you were the one that said you were going to
14] quit; right?
15] A. Correct.
16] Q. And in --
17] A. Because of the hostile work environment.
18] Q. In response to that, Ms. -- Dr. Goodwin carried out
19] further assessment of your concerns as reflected in this
20] Exhibit 9; correct?
21] A. That's what this states, yes.
22] Q. Okay. And she concluded differently than you did.
23] She concluded that there was no -- you were not being
24] constructively discharged; correct?
25] A. I would not expect her, as an HR professional, to

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1] say anything different than this letter.
2] Q. Okay. What evidence or what information are you
3] relying on to say that her conclusion is -- the stated
4] reasons for her conclusions are -- well, are you claiming
5] they're a pretext for some other motivation?
6] A. I believe that she spoke with -- she claims here
7] that she spoke with multiple individuals. Of the individuals
8] that I worked closest with, the only individual she spoke
9] with was Sharon Grassi. And Sharon Grassi is the one
10] individual who notes here -- the one that says:
11] One interviewee stated that Rick walked into
12] his office without acknowledging you -- myself --
13] and it could be interpreted as unfriendly.
14] Because that's -- as I told you earlier, he
15] would walk in, walk directly past me, walk in his office,
16] close the door. There was no conversation. There was no --
17] Q. Okay. My question is: Are you claiming that
18] Dr. Goodwin's reasons for letting you leave are something
19] other than stated here? Meaning that she didn't agree with
20] you that your work conditions were intolerable?
21] A. I don't believe that she truly assessed my working
22] conditions. I believe this is a created document, as any
23] good HR professional would create, so that when a lawsuit
24] comes, the attorney has something to say, "See, we
25] investigated and said it wasn't accurate."

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1] Q. Did you ever talk with her about whether she
2] interviewed Mr. Conrad?
3] A. We did talk. And I said that his statement, which
4] was attached to this, I said it was inaccurate.
5] Q. Do you have any information to suggest she did not
6] speak with Mr. Conrad?
7] A. No. I believe she would have spoke with
8] Mr. Conrad.
9] Q. Did you ask her who the staff members were that she
10] had spoken with?
11] A. No, I did not. I did, after this was said and
12] done, speak with staff members, though.
13] Q. Okay. And after you did that, did you go back and
14] speak to Dr. Goodwin any further?
15] A. I believe I sent her an e-mail. I don't know. I
16] know that accounts payable said they had not been spoken
17] with. Payroll, which was to the side over here, said that
18] they had. And one of the payroll gals, she said -- she said
19] to me, she said, "I told them that I thought that you had" --
20] I think it's noted in here. I don't want to misquote. Let
21] me find it, and I will read it to you.
22] The employee who stated they had observed
23] inappropriate and unprofessional statements being made by
24] you, they stated that they observed me arguing or
25] demonstrating defiance. One stated that I was disrespectful.

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1] One stated that you were hostile towards others. This was a
2] gal in payroll.
3] And I asked her. I -- because she said, "How
4] did everything go?" And I said, "I don't believe that it's
5] an accurate document." I said, "She said she spoke with the
6] employees around me and that -- and no one in AP had been
7] talked to."
8] And she says, "Well, she did talk to me." I
9] said, "Okay." She says, "And I did say that I saw you be
10] defiant to Rick." And I said, "Can you tell me when that
11] was?" And she said, "Well, when he was in our office. When
12] he was" -- this was before Mr. Hagerty had left.
13] And I said, "What did I say to him that would
14] have been defiant?" She says, "Well, I don't know what you
15] said, but I'm just -- I think by the way you were standing,
16] you said something defiant." So --
17] Q. So Dr. Goodwin's --
18] A. -- my belief --
19] Q. -- summary, at least --
20] A. No.
21] Q. -- as to that person was correct; right?
22] A. No. It's my belief that that person was led into
23] that -- into that statement because her response was that she
24] didn't -- she didn't hear me say anything that was defiant;
25] to me that is what she said. "I didn't actually hear you say

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1] anything."
2] So no, I don't believe that she -- I believe
3] that she was led into a statement. Because when I asked her,
4] "What did I state?" she said I had stated nothing. That she
5] could not hear what I had stated.
6] So it can be one or the other. Either she
7] heard me or she didn't hear me. She stated to me she did not
8] hear me.
9] Q. She told you that she had confirmed with
10] Dr. Goodwin that, in her view, you had been defiant; right?
11] A. No. She said that she had -- that she had said
12] that. And I asked her what had I done that was defiant? And
13] she said, "Well, I didn't hear what you said."
14] So she confirmed to me that she actually had
15] not heard me say anything. And I said, "Well, I don't know
16] why you said it then," and she stormed out of my sight. She
17] said, "Are you saying I'm a liar?" And I said, "I'm not
18] saying that. I'm not saying anything." And she stormed off
19] and was very upset.
20] Q. All right. So as of February -- February 19th --
21] A. Yeah, I think it might be the 19th.
22] Q. -- whenever you got this letter, why do you think
23] Dr. Goodwin was willing to let you resign?
24] A. As I stated earlier, I believe the ultimate goal
25] from the whole retaliation was to -- just to make it go away.

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1] When -- when -- as things occurred, at first it was one
2] thing, then we'll retaliate and kind of -- and by this point,
3] I believe they just wanted it to go away.
4] Q. Okay. I want to specifically focus on Dr. Goodwin.
5] A. I believe Dr. Goodwin, as an HR professional for
6] the district, wanted the problem of the whole situation to go
7] away.
8] Q. And --
9] A. And I believe she felt that by my leaving, it would
10] just end.
11] Q. Okay. So do you think she's just making up her
12] conclusion that the evidence doesn't support you have been
13] harassed and intimidated?
14] A. I believe her conclusion is what she wants it to
15] say. I mean, it's -- if you look at the interviews, some of
16] the interviews, the ones that I actually do work with that
17] she interviewed said that, yes, he had been that way towards
18] me. It said that I had continued. That nothing had changed.
19] I was cordial and professional. The people I actually worked
20] with responded as I would expect they did -- them to.
21] Q. Well, it's true that you don't know what -- you
22] don't know who the 12 individuals are --
23] A. I do not.
24] Q. -- that she talked with?
25] A. I do not.

1] Q. And you don't know what they said?
2] A. I know who they are not.
3] Q. You don't know what they said; do you?
4] A. I know what Sharon Grassi said.
5] Q. Okay.
6] A. She's the only one I know.
7] Q. All right. And her comments are accurately
8] reflected by Dr. Goodwin in Exhibit 9; correct?
9] A. Yes. Her comment is that Rick did walk into his
10] office past me without acknowledging me, and he was -- and it
11] was -- could be interpreted as unfriendly. And she's
12] probably also one of the ones that stated that I -- nothing
13] had changed. I was cordial and professional.
14] Q. Do you claim to have any information about a
15] supposed hit list that Mr. Quintana maintained?
16] A. I did hear about a hit list, yes.
17] Q. And who did you hear about that from?
18] A. I believe it originated from the director of
19] maintenance had a meeting with Mr. Quintana, and he recorded
20] it, recorded the meeting.
21] Q. Meaning the director of maintenance?
22] A. Yes. And in that meeting, Mr. Quintana had stated
23] that there was a hit list. That there was individuals that
24] once Kevin was gone would be gone.
25] I did try and get a copy of the recording. I

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1] did not get a response. The recording was referenced in a
2] meeting that we had. I don't want to say everyone who was
3] there. I know I was there, I know that he was there, and I
4] know that -- I believe Rick was there, and I believe
5] Dr. Goodwin was there. And they were very upset that there
6] was a recording of the conversation.
7] Q. Have you ever heard this supposed recording?
8] A. No, I have not. And I have --
9] Q. You've asked the director of maintenance to produce
10] it to you, and --
11] A. I sent --
12] Q. -- and he has not; is that correct?
13] A. I sent him a text message after he had left to
14] Colorado to see if I could get a copy of it, and he did not
15] respond.
16] Q. All right. Have you ever heard Mr. Quintana make
17] reference to any type of hit list?
18] A. Personally, I did not.
19] Q. Other than what the director of maintenance
20] apparently told you, is there any other information you're
21] relying on to support your claim that Mr. Quintana maintained
22] a hit list?
23] A. Multiple individuals referenced it in that meeting.
24] I cannot tell you exact names of who. It was all a
25] conversation. We were all meeting about changes and what was

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1] happening. It was an official meeting. I'm not sure who
2] called it. I'd have to look back at records.
3] Q. Was it this meeting where the director of
4] maintenance --
5] A. Yeah.
6] Q. -- said that he had such a recording?
7] A. Yes.
8] Q. Okay. Outside of that one meeting, do you have any
9] other information to suggest that Mr. Quintana had a hit
10] list?
11] A. I have no documentation, no.
12] Q. Have you spoken with anybody else about that
13] subject?
14] A. I don't recall.
15] Q. Have you ever confronted Mr. Quintana with that
16] information?
17] A. I don't believe that was in our conversations.
18] Q. After you got Exhibit 9, did you apply for any open
19] position within the district?
20] A. No. I think I received this just before I was due
21] to leave. I did speak with -- I had spoken with -- I'm
22] trying to catch her name; she's the director of human
23] resources -- Kathy Mayes, I believe is her last name, in my
24] office about the potential for just applying for another
25] position. And as I told her, I said, "If there were such a

1] A. Applied for another position at Glendale EI?
2] Q. Contact Dr. Goodwin about information regarding
3] transferring.
4] A. How can I transfer when I no longer work for them?
5] Q. Have you ever done it?
6] A. No. I have contacted Miss Goodwin since then, but
7] not regarding transfer.
8] Q. Have you ever applied for any position within the
9] Glendale Elementary School District --
10] A. No.
11] Q. -- in the subsequent three and a half years?
12] A. No.
13] MR. HAWS: Mark this.
14] (Deposition Exhibit No. 10 was marked for
15] identification.)
16] BY MR. HAWS:
17] Q. All right. I'll show you what's been marked as
18] Exhibit 10, which is Bates stamped GESD2 and 3. Do you see
19] that?
20] A. Yes.
21] Q. Is that your signature on the bottom of both pages?
22] A. Yes.
23] Q. And this is the second EEOC charge you filed;
24] correct?
25] A. Yes.

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1] position that I could apply for, I don't believe that it
2] would resolve the issue." Because, at that point, I was on
3] Mr. Quintana's list and that that wouldn't do any good. I
4] felt that whatever issues, that they would follow me, I
5] believe is what I said. I don't have my exact verbiage. And
6] I know I said it to her verbally. I believe it may even be
7] in an e-mail.
8] Q. Well, now would you answer my question, which is:
9] After getting Exhibit 9, did you apply for any open position
10] for which you were qualified; yes or no?
11] A. In the -- in Glendale EI, no.
12] Q. Did you follow up on Dr. Goodwin's request that --
13] to contact her if you needed information regarding
14] transferring within the district?
15] A. If you look at the date on this --
16] Q. No, I don't want that.
17] A. There was no time.
18] Q. I want you to answer my question.
19] A. There was no time.
20] Q. Did you follow up on Dr. Goodwin's invitation to
21] contact her if you wanted information regarding transferring?
22] A. This letter was given to me as I was leaving.
23] There was no time. So no.
24] Q. And now that three and a half years have passed,
25] have you ever done that?

1] Q. Dated September 11, 2013?
2] A. Uh-huh.
3] Q. Is that a "yes"?
4] A. Yes.
5] Q. Which is approximately nine months after you left
6] the district; correct?
7] A. Yes.
8] Q. Why did you wait so long to file the second charge?
9] A. I was still trying to navigate through the system.
10] Still trying to navigate through everything that was
11] happening. There was a lot going on at the district.
12] Like I believe I stated in here somewhere --
13] I'd have to read it -- the first EEOC filing was -- we were
14] still in the middle of what was occurring as they had
15] provided their letter. I mean, it was just -- it was like
16] form and form.
17] And so there had been multiple additional
18] occurrences that had everything that continued from one to
19] the next.
20] Q. Okay.
21] A. I -- you know, I'd have to read it to --
22] Q. Well, I'll tell you --
23] THE REPORTER: I'm sorry. I didn't hear what
24] you said.
25] THE WITNESS: I said I'd have to read it to

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1] A. I believe it was Sylvia.
2] Q. When you're saying here on page 2 that once your
3] supervisor left -- that's Mr. Hagerty --
4] A. Uh-huh.
5] Q. -- you're referencing; correct?
6] A. Yes.
7] Q. Administration brought in a temporary for this
8] position. Is that temporary --
9] A. The temporary for this --
10] Q. -- Mr. Conrad?
11] A. -- position is Mr. Conrad.
12] Q. Okay. And then you say, "But additional actions
13] were taken against me." What additional actions were taken
14] against you?
15] A. That was everything we've discussed with
16] Mr. Conrad.
17] Q. Okay. You say, "My new interim supervisor" --
18] that's Mr. Conrad?
19] A. That's Mr. Conrad.
20] Q. -- "first verbally assaulted me." What --
21] A. That's the conversation we discussed earlier where
22] he yelled at me. I'm assuming I have it documented somewhere
23] in what I've already provided. I do not want to misspeak to
24] the conversation because it was a conversation over three
25] years ago.

1] and your supervisor rolls eyes and sighs, those are actions.
2] When there's a -- you know, your coworkers want to keep their
3] job even though they see what's happening to you, so they shy
4] away from coming to your area for fear of being seen talking
5] to you.
6] Q. Okay.
7] A. Those are actions. When you get assignments from
8] the superintendent's secretary because the superintendent
9] refuses to speak to you himself, that is an action. When --
10] Q. Why does that make it difficult for you to come to
11] work if the superintendent's secretary asks you to do
12] something?
13] A. It's not a matter of that. It's a matter of if
14] something needs to be done, that -- that -- you're watching
15] people go back and forth and whispering, "We can't do this.
16] Can you do it?" "No, we can't do it." And they're going
17] back and forth saying, "Well, who can do it?" "She can."
18] "I'm not going to ask her. You ask her." "I'm not going to
19] ask her. I don't want to talk to her." And then,
20] eventually, the one person who's still cordial to you comes
21] in and says, "I know what you're going through, and I'm
22] sorry, but we really need this. Can you do it?" And I say,
23] "I have no problem. I will do whatever it is they ask of
24] me," and so I did it.
25] Q. All right.

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1] Q. Okay. That's fine. But that's the conversation
2] we've already discussed?
3] A. Yes.
4] Q. And do you have anything else to add to that
5] discussion at this point?
6] A. And then he refused to communicate with me in any
7] form.
8] Q. Okay. And you say, "Other actions were taken to
9] make it difficult to come to work." What other actions are
10] you referring to there?
11] A. Having all my work removed.
12] Q. Okay.
13] A. Sitting in an empty desk with no work to do for
14] eight hours in a day. That is -- that makes it difficult.
15] Perhaps if I were a lazy person, it wouldn't make it
16] difficult. But for me, I found that to be very difficult.
17] Q. Any other actions that you're referring to there?
18] A. The atmosphere changed. Like I've said, it's --
19] Q. Okay. That's not my question. Other actions that
20] were taken to make it difficult to come to work, what
21] actions?
22] A. Those are actions. When people start treating you
23] differently, those are actions. When you can no longer --
24] you're not supposed to talk with the directors when you have
25] before, that is an action. When you are -- when you do speak

1] A. I did a full analysis of their retirement.
2] Q. As to your second charge with the EEOC, did you
3] present them all the information you had available to you?
4] A. The EEOC?
5] Q. Yes.
6] A. Yes, I believe I did.
7] Q. And --
8] A. I think I did.
9] Q. -- did you have any problems with the investigator
10] assigned to this charge?
11] A. What do you mean "problems" with him? I think he
12] was -- I think he quit partway through.
13] Q. Do you know what steps he took to investigate your
14] charge?
15] A. No, I do not.
16] Q. Are you claiming that they somehow didn't do a
17] thorough job with investigating your second charge?
18] A. I know that whatever paperwork I received did not
19] have -- just as the district did not provide the recruitment
20] to me, they did not provide the accurate recruitment to them.
21] I don't believe the EEOC attempted to take a
22] further look. I don't believe they questioned anything the
23] district provided. I don't believe it was a thorough
24] investigation, no.
25] Q. Did you ask for any kind of further -- well, you

Exhibit 6

Glendale Elementary School District #40

December 20, 2012

Hand Delivered

Kimberly Fisher
District Office
7301 N. 58th Ave
Glendale, AZ 85301

Re: Decision Regarding Discipline – Letter of Reprimand

Dear Ms. Fisher,

Decision Regarding Discipline

This letter constitutes as written notice that after careful consideration of the facts relating to conduct and ethics issues, the decision has been made to impose a Letter of Reprimand.

Explanation of Decision

1. Review of facts giving rise to decision

Several members of the Information Technology (IT) Department submitted verbal and written complaints about your inappropriate behavior and how that behavior has a negative impact on the department and the staff. The behavior included work inefficiency, inappropriate contact with another employee, inappropriate and hostile communication, and altogether exhibiting poor attitude towards others.

During an investigation conducted by Dominic Verstegen the members of the IT Department and you were interviewed and the following was concluded:

- As it relates to the inappropriate and hostile communication, it was concluded that Ms. Fisher has exhibited this behavior, especially in written form. There were several emails submitted that confirms this behavior.

2. Review of Relevant Governing Board Policies

- A. Governing Board Policy GBEA "Staff Ethics"
Policy GBEA provides in pertinent:

All employees of the District are expected to maintain high standards in their school relationships. These standards must be idealistic and at the same time practical, so that they can apply reasonably to all staff members. The employees acknowledge that the schools belong to the public they serve for the purpose of providing educational opportunities to all. However, every employee assumes responsibility for providing leadership in the school and community. This responsibility requires the employee to maintain standards of exemplary conduct. It must be recognized that the employee's actions will be viewed and appraised by the community, associates, and students. To these ends, the Board adopts the following statements of standards.

The school employee:

- Maintains just, courteous, and proper relationships with students, parents, staff members, and others.
- Directs any criticism of other staff members or of any department of the school system towards improving the District. Such constructive criticism is to be made directly to the school administrator who has the responsibility for improving the situation.
- Fulfills job responsibilities with honesty and integrity.

Glen Dale Elementary School District #40

- Avoids using position for personal gain through political, social, religious, economic, or other influence.

In the performance of duties, employees shall keep in confidence such information as they may secure unless disclosure serves District purposes or is required by law.

B. Governing Board Policy GBEB "Staff Conduct"

Policy GBEB provides in pertinent part:

All employees of the District are expected to conduct themselves in a manner consistent with effective and orderly education and to protect students and District property. No employee shall, by action or inaction, interfere with or disrupt any District activity or encourage any such disruption. No employee, other than one who has obtained authorization from the appropriate school administrator, shall carry or possess a weapon on school grounds. All employees shall at all times attempt to maintain order, abide by the policies, rules, and regulations of the District, and carry out all applicable orders issued by the Superintendent.

No employee, while on or using school property, otherwise acting as an agent, or working in an official capacity for the District shall engage in conduct that violates the District's expectations for staff conduct, examples of which include but are not necessarily limited to the following:

- Physical or verbal abuse of, or threat of harm to anyone.
- Unprofessional conduct.
- Exhibiting incompetency in their work.
- Exhibiting inefficiency in their work.
- Exhibiting improper attitudes.
- Neglecting their duties.
- Acts of Insubordination.
- Acts of dishonesty.
- Use of profane or abusive language, symbols, or conduct.
- A violation of District policies and regulations.
- Any other conduct that may obstruct, disrupt, or interfere with teaching, research, service, administrative or disciplinary functions of the District, or any other activity sponsored or approved

C. Governing Board Policy GDQD "Discipline, Suspension, and Dismissal of Support Staff Members"

Policy GDQD provides in pertinent part:

A support staff member may be disciplined for any conduct that, in the judgment of the District, is inappropriate. Minor disciplinary action includes, without limitation thereto, verbal or written reprimands, suspension with pay, or suspension without pay for a period of five (5) days or less. Minor disciplinary action shall be imposed by the support staff member's supervisor. A support staff member who wishes to object to a minor disciplinary action shall submit a written complaint to the supervisor's superior within five (5) work days of receiving notice of the disciplinary action. The supervisor's superior will review the complaint and may confer with the support staff member, the supervisor, and such other persons as the supervisor's superior deems necessary. The decision of the supervisor's superior will be final.

3. Conclusion and Directions for Future Conduct

After carefully considering the allegations and the information you and other employees provided, it has been concluded that your actions are a violation of the policies stated above.

Glendale Elementary School District #40


You are hereby directed as follows:

- A. Conduct yourself in an appropriate and professional manner which will enhance your position.
- B. Address any concerns with your immediate supervisor and/or the school administrator who has the responsibility for improving the situation.
- C. Build and maintain positive working relationships with others including, but not limited to, employees, administrators, parents, students, and community members.

Your failure to abide by the directives set forth above in addition to adhering to all policies and conduct guidelines set forth by Glendale Elementary School District may result in further disciplinary action up to and including a recommendation for dismissal from your employment with the District.

A copy of this letter will be placed in your personnel file. This letter will become effective immediately, unless you submit a written complaint to the supervisor's superior within five (5) working days of receiving this notice of the disciplinary action. If you submit the complaint the disciplinary action will be suspended pending the outcome of the review of the supervisor's superior. A copy of the Governing Board Policy GDQD is attached to this letter and contains information regarding the Appeal procedure.

Sincerely,


Kevin Hegarty
Deputy Superintendent, Business Services

Acknowledgment of receipt:



Recipient's Signature

12/20/12
Date

Enclosures: Policy GBEA; Policy GBEB; Policy GDQD
Cc: Personnel File

*I acknowledge Receipt and have requested
an appointment with Joe to file
appeal of this.*

G-9300 GDQD
DISCIPLINE, SUSPENSION, AND DISMISSAL
OF SUPPORT STAFF MEMBERS

(Discipline)

Minor Disciplinary Action

A support staff member may be disciplined for any conduct that, in the judgment of the District, is inappropriate. Minor disciplinary action includes, without limitation thereto, verbal or written reprimands, suspension with pay, or suspension without pay for a period of five (5) days or less. Minor disciplinary action shall be imposed by the support staff member's supervisor. A support staff member who wishes to object to a minor disciplinary action shall submit a written complaint to the supervisor's superior within five (5) work days of receiving notice of the disciplinary action. The supervisor's superior will review the complaint and may confer with the support staff member, the supervisor, and such other persons as the supervisor's superior deems necessary. The decision of the supervisor's superior will be final.

Suspension without Pay for

More than Five Days

At-will employees. The employment of an at-will employee may be suspended without pay for a period of more than five (5) days by action of the Superintendent for any conduct by the employee that, in the judgment of the Superintendent, is inappropriate. Before suspending an at-will employee, the Superintendent will inform the employee of intent to suspend the employee and will give the employee an informal opportunity to explain why, in the employee's opinion, the suspension should not be imposed. The Superintendent's decision will be final.

Term employees. The employment of a term employee may be suspended without pay for a period of more than five (5) days by action of the Superintendent for any conduct that, in the judgment of the Superintendent, is inappropriate. If the Superintendent intends to suspend a term employee without pay for more than five (5) days, the notice and hearing procedures prescribed for the dismissal of term employees shall be followed, except that the hearing officer shall be designated by the Superintendent and the findings of the hearing officer shall be a final decision. At the Superintendent's option, the Superintendent may request that the Governing Board act as the hearing officer. If the hearing officer or the Governing Board finds that there is not cause to suspend the employee without pay for more than five (5) days, the Superintendent may, after reviewing the findings, impose minor disciplinary action.

Dismissal

At-will employees. The employment of an at-will employee may be terminated by action of the Governing Board for any reason, with advance notice, as the Governing Board desires. If the Superintendent recommends that the Governing Board terminate an at-will employee, the recommendation shall be submitted to the Governing Board in writing and a copy of the recommendation shall be delivered to the employee. The at-will employee may submit to the Governing Board prior to the Board meeting a written response to the recommendation. If the at-will employee chooses to attend the Board meeting when the recommendation is considered, the Governing Board may, in its discretion, permit the employee to address the Governing Board concerning only the recommendation.

Term employees. The employment of a term employee may be terminated for cause by action of the Governing Board at any time prior to the expiration of the term of employment. For the purposes of this provision, *cause* means any conduct that, in the judgment of the District, is detrimental to the interests of the District or its personnel or students and shall include, without limitation thereto, the following:

- Absence without leave
- Abuse of leave
- Alcohol or drug impairment
- Child abuse or molestation
- Discourteous treatment of the
- Dishonesty
- Excessive absenteeism
- Fraud in securing employment
- Improper attitude
- Incompetence or inefficiency
- Insubordination
- Neglect of duty
- Unauthorized possession
- of a weapon on school grounds
- Unauthorized use of school
- Unlawful conduct
- Use of illegal drugs
- Violation of a directive of
- a supervisor
- Violation of a District policy
- or regulation

If the Superintendent recommends termination of a term employee, a copy of the recommendation shall be delivered to the employee. The employee may request a hearing within five (5) work days after receipt of the recommendation. If a hearing is requested, the Superintendent shall deliver a written notice of the time and place of the hearing and a written statement that gives the reasons for the recommendation, a list of persons whom the Superintendent expects to testify in support of the recommendation (together with a brief summary of what each person is expected to say), and a general description of any other evidence that the Superintendent at the time believes may be presented at the hearing in support of the recommendation.

The hearing shall be conducted by the Governing Board or by a person designated

by the Governing Board within not less than five (5) work days and not more than thirty (30) calendar days after a request for hearing is submitted by the employee. The date of the hearing may be postponed by stipulation of the employee and the District, or by and in the sole discretion of the Governing Board or the hearing officer, or at the request of the aggrieved employee or the District for such reason or reasons as the Governing Board or hearing officer may deem appropriate.

The employee may be represented at the hearing by counsel, at the employee's expense. The employee shall have the opportunity to present witnesses and to cross-examine any witnesses presented by the District. Formal rules of evidence shall not apply. A record of the hearing shall be made by use of a mechanical device.

If a hearing officer is used, the hearing officer shall prepare a written statement of findings as to whether there is cause for termination of the employee and submit it to the Governing Board within ten (10) work days after the conclusion of the hearing. The Governing Board shall review the written statement and, if desired, the record, and the Governing Board's decision whether to accept the findings and whether to terminate employment or to impose other discipline shall be a final decision.

If the Governing Board conducts the hearing, it shall render a decision within ten (10) days after the conclusion of the hearing.

General Matters

Failure to object to a disciplinary action or take other action within the time limitations set forth in this policy shall mean that the employee does not wish to pursue the matter further. Complaints filed after the expiration of the applicable time limitation will not be considered.

The filing or pendency of a complaint or other form of grievance pursuant to this policy shall in no way limit or delay action taken by the supervisor or the Superintendent authorized by this policy to take such action.

A complaint relating to minor disciplinary action, suspension without pay for more than five (5) days, or dismissal shall not be processed as a grievance.

None of the procedures of this policy shall alter the status of an at-will employee.

This policy does not apply to:

- Any administrative recommendation or Governing Board action, discussion, or consideration involving the nonrenewal of a term employee.
- Ratings, comments, and recommendations made in the course of an evaluation of a support staff member.
- The decision of the Superintendent to place a support staff member on administrative leave.
- Counseling of or directives to a support staff member regarding future conduct.

Adopted: date of manual adoption

LEGAL REF.: A.R.S. 13-2911
 15-341
 15-505
 41-770

CROSS REF.: DKA - Payroll Procedures/Schedules

Exhibit 7

GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40
7301 North 58th Avenue
Glendale, AZ 85301

Received

MAY 30 2012

Human Resources

CLASSIFIED EXEMPT APPOINTMENT

This Classified Exempt Appointment ("Appointment") is between Glendale Elementary School District No. 40 ("District"), by and through its Governing Board, and **Laura P Sanchez**. It shall become effective only if Employee signs and returns it to the Personnel Department, as the agent for the Governing Board within ten (10) days of its issuance. District and Employee agree as follows:

TERM OF EMPLOYMENT

T1. The Board agrees to employ the Employee for the term of 5/30/2012 - 6/30/2012. The Employee shall be employed to work for a period of twelve months each fiscal year. (This is a total of 23 contract days).

DUTIES

D1. The duties and responsibilities of Employee shall be those duties as may be assigned to the Employee by the Superintendent. Employee understands and agrees that there may be occasions requiring Employee's presence outside of the regular duty hours and Employee will be present and perform any assigned duties, any such duties being part of Employee's obligations under this Appointment in exchange for consideration.

D2. Employee may be assigned to any particular building, location or department within the District at the discretion of the Superintendent and may likewise be transferred from one assignment or duties to another. Assignments or transfers shall take into account the best interests of the instructional program and the operation of the District as determined by the Superintendent.

D3. Employee shall competently perform the duties of the assignment and will be subject to a performance evaluation. Employee shall be governed during employment by federal and state laws, Board Policies, Administrative Regulations and rules and shall fulfill all the duties and responsibilities of the Employee position or positions that may be assigned during the term of this Appointment by the Superintendent and shall perform such duties at a professional level of competence as evaluated by the Superintendent.

EMPLOYEE QUALIFICATIONS

Q1. Employee represents that Employee has obtained all required licenses and/or certification, if any, so as to fulfill the duties of the position to which Employee has been assigned.

Q2. Employee has provided fingerprints to the Arizona Department of Education and shall maintain throughout the term of this Appointment a Fingerprint Clearance Card, on file with the District.

Q3. This Appointment is conditioned on any licenses and/or certifications listed above being valid at the time that Employee executes this Appointment and continuing without interruption for the Appointment year, unless Employee has written waiver executed by the Superintendent allowing Employee to obtain the licenses and certificates at a latter specific date and maintaining same throughout the end of this Appointment.

Q4. If newly hired, this offer of employment is conditioned upon receipt of a positive response regarding any background investigation/reference checks.

COMPENSATION

C1. In consideration of performance of services pursuant to this Appointment, the District agrees to pay Employee, in addition to any fringe benefits provided by District policy, a salary of \$5,806.04. The compensation contained in this Paragraph C1 results from placement on Exempt 20 Range 5 of the District Compensation schedule. Notwithstanding the foregoing, the sum listed in this Paragraph C1 may be modified in accordance with other provisions of this Appointment. Wages shall be paid in equal installments in accordance with the Board Policy governing payment of wages.

C2. Employee acknowledges that any time after execution of this Contract, the Base Salary specified in Paragraph 4 may be reduced by an amount not to exceed zero percent (0%) if any of the following occurs: 1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2011-2012 fiscal year is less or becomes less than that authorized at the beginning of the 2010-2011 fiscal year; 2) the District fails to receive during the 2011-2012 fiscal year funds in the amount initially budgeted for such year; or 3) the District does not receive funds that, as of May 30, 2011, the District anticipates receiving for use in the 2011-2012 fiscal year from the federal economic stimulus fund. The Employee shall be given not fewer than ten (10) calendar days notice of any reduction in Base Salary that occurs as a result of this paragraph.

C3. If additional revenues become available to the District through legislative appropriation, state sales tax revenues, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for teacher salaries during the 2011-2012 school year, Employee may be given a raise in salary, if so approved by the Governing Board in its sole discretion. Any such salary increase shall be apportioned to employees in a manner that will be determined by the Governing Board, unless the authorizing enactment specifies the method by which the increase is to be distributed.

C4. Employee's salary is contingent upon final approval of the 2011-2012 budget as required by Arizona law (A.R.S. §15-905). The above salary is subject to the condition that funding to the District, as provided in the Arizona revised statutes or otherwise, is not reduced.

C5. District reserves the right, as part of a salary reduction, to decrease Employee's compensation by furloughing Employee for up to zero (0) days. Employee will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Employee may not use paid sick leave or other paid leave time on such furlough days.

C6. This Appointment is conditional upon the school or other work location to which Employee is assigned remaining open and in full operation for the entire term of this Appointment. In the event that, pursuant to court order, lack of appropriated or available funds, or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full Appointment term or school operations are suspended or reduced below the anticipated level, there shall be a pro rata reduction of compensation under this Appointment corresponding to the portion of the Appointment term that suspended or reduced District operations require suspension or reduction of the services of Employee and funds to pay Employee are not appropriated or are not lawfully available.

C7. Should Employee believe there is a mistake in Employee's salary resulting in Employee receiving less than what Employee would be entitled under the compensation schedule, Employee shall have thirty (30) working days from initiating performance of duties under the Appointment to notify the District of mistake. If Employee does not notify the District within these thirty (30) days, Employee waives right to have the salary rate corrected. If Employee has received more money than Employee is entitled for work performed, Employee shall, at the District's option: (a) immediately repay any amount erroneously paid to Employee; or (b)

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allow the District to reduce future payments to Employee to make up for any amount erroneously paid. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

C8. If Employee has retired with the Arizona State Retirement System and returned to work, Employee acknowledges as follows: that District shall not pay contributions on behalf of the employee pursuant to A.R.S. 38-736.38-737 or 38-797.05 during the term of this Appointment and that the Employee shall not accrue credited service, retirement benefits or long-term disability program benefits pursuant to Article 2.1 or Title 38 or pursuant to any District policy for the period the Employee returns to work.

TERMINATION

T1. Employee may not resign effective prior to the conclusion of the final duty day, unless the resignation is first approved by the Governing Board.

T2. The District may terminate Employee for cause, including but not limited to, a material breach of this Appointment, unprofessional conduct, conduct in violation of law, District Policy, Administrative regulations or rules.

T3. The District may elect not to renew the term of employment. Employee has no legitimate expectancy of continued employment beyond the term of this Appointment and District shall not be required to provide reason or cause for such decision. The District shall not be obligated to justify a decision to non-renew in any procedural hearing or other devices.

T4. Employee recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that the Employee does not fulfill his/her obligations under the Appointment. In the event that the Employee fails to report to his/her assignment or resigns from employment with the District, effective prior to the end of the term of this appointment, Employee agrees to pay the District the amount of Two Thousand, Five Hundred Dollars (\$2,500.00) as liquidated damages, and not as a penalty. The Governing Board may waive this payment if the Employee's non-performance results from circumstances beyond his/her control or from an agreement for a resignation in lieu of dismissal. The District may withhold all or any part of these liquidated damages from any amount payable to the Employee after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages. Employee shall reimburse the District for any collection fees, attorney fees, court costs or other reasonable expenses incurred by the District to collect the amount owed as liquidated damages.

MISCELLANEOUS PROVISIONS

M1. Employee affirms that all Employee's representations in this Appointment, Employee's employment application and any other document or oral statement submitted to the District concerning qualifications, fitness for duty and representations about arrest and conviction record are true and accurate. In the case of newly hired Employees, this Appointment is subject to verification of previous experience, receipt of positive references and evaluation of official transcript and/or grade reports. The District may terminate this Appointment if Employee has misrepresented any of these items.

M2. Employee represents and warrants that he or she has not committed or been convicted of molestation of a child, sexual conduct with a minor, child abuse or any other dangerous crime against children as defined in A.R.S. § 13-604.01 or any offense described in A.R.S. § 15-534(B). This Appointment shall immediately terminate and Employee shall be dismissed without any right to a hearing if Employee is arrested for or charged with a non-appealable offense listed in A.R.S. § 41-1758(B) and fails to immediately report the arrest or charge to Employee's supervisor.

M3. To the extent appropriate for the occasion, the District may provide incidental food and beverages to Employee at mandatory staff meetings, including in-services and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.

M4. This Appointment is subject to cancellation pursuant to A.R.S. § 38-511.

M5. Employee shall not discriminate against any employee, student, parent, contractor or other member of the public because of that person's sex, race, religion, color, national origin, age or disability.

M6. The entire agreement between the parties shall consist of this Appointment, District's salary schedule, the District's Performance Pay Plan and such fringe benefits as the Board approves for this fiscal year. Any subsequent amendment or addendum to this Appointment must be in writing and signed by both parties.

M7. The execution of this Appointment was authorized at a legally convened meeting of the Board to be held on . This Appointment cancels and supersedes all prior employment Appointments between the parties and must be revised in writing.

M8. If this Appointment is not returned to the District's Human Resources Office within ten (10) business days from the date issued by the Board or includes terms in addition to those authorized by the Board, Employee has not accepted employment with the District, and this Appointment shall be null and void.

Glendale Elementary School District No. 40

By Sara Smith Date Issued: 6-14-2012
Board Clerk
[Signature]
Employee Date: 5/30/12

Received

MAY 30 2012

Human Resources

GLENDAL ELEMNTARY SCHOOL DISTRICT NO. 40
7301 North 58th Avenue
Glendale, AZ 85301

CLASSIFIED EXEMPT APPOINTMENT

This Classified Term Certain Appointment ("Appointment") is between Glendale Elementary School District No. 40 ("District"), by and through its Governing Board, and **Laura P Sanchez**. It shall become effective only if Employee signs and returns it to the Personnel Department, as the agent for the Governing Board within **ten (10) days** of its issuance. District and Employee agree as follows:

TERM OF EMPLOYMENT

T1. The Board agrees to employ the Employee for the term of 7/1/2012 - 6/30/2013. The Employee shall be employed to work for a period of twelve months each fiscal year. (This is a total of 245 contract days).

DUTIES

D1. The duties and responsibilities of Employee shall be those duties as may be assigned to the Employee by the Superintendent. Employee understands and agrees that there may be occasions requiring Employee's presence outside of the regular duty hours and Employee will be present and perform any assigned duties, any such duties being part of Employee's obligations under this Appointment in exchange for consideration.

D2. Employee may be assigned to any particular building, location or department within the District at the discretion of the Superintendent and may likewise be transferred from one assignment or duties to another. Assignments or transfers shall take into account the best interests of the instructional program and the operation of the District as determined by the Superintendent.

D3. Employee shall competently perform the duties of the assignment and will be subject to a performance evaluation. Employee shall be governed during employment by federal and state laws, Board Policies, Administrative Regulations and rules and shall fulfill all the duties and responsibilities of the Employee position or positions that may be assigned during the term of this Appointment by the Superintendent and shall perform such duties at a professional level of competence as evaluated by the Superintendent.

EMPLOYEE QUALIFICATIONS

Q1. Employee represents that Employee has obtained all required licenses and/or certification, if any, so as to fulfill the duties of the position to which Employee has been assigned.

Q2. Employee has provided fingerprints to the Arizona Department of Education and shall maintain throughout the term of this Appointment a Fingerprint Clearance Card, on file with the District.

Q3. This Appointment is conditioned on any licenses and/or certifications listed above being valid at the time that Employee executes this Appointment and continuing without interruption for the Appointment year, unless Employee has written waiver executed by the Superintendent allowing Employee to obtain the licenses and certificates at a latter specific date and maintaining same throughout the end of this Appointment.

Q4. If newly hired, this offer of employment is conditioned upon receipt of a positive response regarding any background investigation/reference checks.

COMPENSATION

C1. In consideration of performance of services pursuant to this Appointment, the District agrees to pay Employee, in addition to any fringe benefits provided by District policy, a salary of \$61,845. The compensation contained in this Paragraph C1 results from placement on Exempt 20 Range 5 of the District Compensation schedule. Notwithstanding the foregoing, the sum listed in this Paragraph C1 may be modified in accordance with other provisions of this Appointment. Wages shall be paid in equal installments in accordance with the Board Policy governing payment of wages.

C2. Employee acknowledges that any time after execution of this Contract, the Base Salary specified above may be reduced by an amount not to exceed zero percent (0 %) if any of the following occurs: 1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2012-2013 fiscal year is less or becomes less than that authorized at the beginning of the 2011-2012 fiscal year; 2) the District fails to receive during the 2012-2013 fiscal year funds in the amount initially budgeted for such year; or 3) the District does not receive funds that, as of May 30, 2012, the District anticipates receiving for use in the 2012-2013 fiscal year. The Employee shall be given not fewer than ten (10) calendar days notice of any reduction in Base Salary that occurs as a result of this paragraph.

C3. If additional revenues become available to the District through legislative appropriation, state sales tax revenues, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for employee salaries during the 2012-2013 school year, Employee may be given a raise in salary, if so approved by the Governing Board in its sole discretion. Any such salary increase shall be apportioned to employees in a manner that will be determined by the Governing Board, unless the authorizing enactment specifies the method by which the increase is to be distributed.

C4. Employee's salary is contingent upon final approval of the 2012-2013 budget as required by Arizona law (A.R.S. §15-905). The above salary is subject to the condition that funding to the District, as provided in the Arizona revised statutes or otherwise, is not reduced.

C5. District reserves the right, as part of a salary reduction, to decrease Employee's compensation by furloughing Employee for up to zero (0) days. Employee will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Employee may not use paid sick leave or other paid leave time on such furlough days.

C6. This Appointment is conditional upon the school or other work location to which Employee is assigned remaining open and in full operation for the entire term of this Appointment. In the event that, pursuant to court order, lack of appropriated or available funds, or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full Appointment term or school operations are suspended or reduced below the anticipated level, there shall be a pro rata reduction of compensation under this Appointment corresponding to the portion of the Appointment term that suspended or reduced District operations require suspension or reduction of the services of Employee and funds to pay Employee are not appropriated or are not lawfully available.

C7. Should Employee believe there is a mistake in Employee's salary resulting in Employee receiving less than what Employee would be entitled under the compensation schedule, Employee shall have thirty (30) working days from initiating performance of duties under the Appointment to notify the District of mistake. If Employee does not notify the District within these thirty (30) days, Employee waives right to have the salary corrected. If Employee has received more money than Employee is entitled for work performed, Employee shall, at the District's option: (a) immediately repay any amount erroneously paid to Employee; or (b) allow the District to reduce future payments to Employee to make up for any amount erroneously paid. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

C8. If Employee has retired with the Arizona State Retirement System and returned to work, Employee acknowledges as follows: that District shall not pay contributions on behalf of the employee pursuant to A.R.S. §§ 38-736.38-737 or 38-797.05 during the term of this Appointment and that the Employee shall not accrue credited service, retirement benefits or long-term disability program benefits pursuant to Article 2.1 or Title 38 or pursuant to any District policy for the period the Employee returns to work. Employee

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acknowledges that the District shall place Employee on the salary schedule so as to recoup the costs associated with paying an alternative contribution rate pursuant to A.R.S. § 38-766.02.

TERMINATION

T1. Employee may not resign effective prior to the conclusion of the final duty day, unless the resignation is first approved by the Governing Board.

T2. The District may terminate Employee for cause, including but not limited to, a material breach of this Appointment, unprofessional conduct, conduct in violation of law, District Policy, Administrative regulations or rules.

T3. The District may elect not to renew the term of employment. Employee has no legitimate expectancy of continued employment beyond the term of this Appointment and District shall not be required to provide reason or cause for such decision. The District shall not be obligated to justify a decision to non-renew in any procedural hearing or other devices.

T4. Employee recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that the Employee does not fulfill his/her obligations under the Appointment. In the event that the Employee fails to report to his/her assignment or resigns from employment with the District, effective prior to the end of the term of this appointment, Employee agrees to pay the District the amount of Two Thousand, Five Hundred Dollars (\$2,500.00) as liquidated damages, and not as a penalty. The Governing Board may waive this payment if the Employee's non-performance results from circumstances beyond his/her control or from an agreement for a resignation in lieu of dismissal. The District may withhold all or any part of these liquidated damages from any amount payable to the Employee after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages. Employee shall reimburse the District for any collection fees, attorney fees, court costs or other reasonable expenses incurred by the District to collect the amount owed as liquidated damages.

MISCELLANEOUS PROVISIONS

M1. Employee affirms that all Employee's representations in this Appointment, Employee's employment application and any other document or oral statement submitted to the District concerning qualifications, fitness for duty and representations about arrest and conviction record are true and accurate. In the case of newly hired Employees, this Appointment is subject to verification of previous experience, receipt of positive references and evaluation of official transcript and/or grade reports. The District may terminate this Appointment if Employee has misrepresented any of these items.

M2. Employee represents and warrants that he or she has not committed or been convicted of molestation of a child, sexual conduct with a minor, child abuse or any other dangerous crime against children as defined in A.R.S. § 13-604.01 or any offense described in A.R.S. § 15-534(B). This Appointment shall immediately terminate and Employee shall be dismissed without any right to a hearing if Employee is arrested for or charged with a non-appealable offense listed in A.R.S. § 41-1758(B) and fails to immediately report the arrest or charge to Employee's supervisor.

M3. To the extent appropriate for the occasion, the District may provide incidental food and beverages to Employee at mandatory staff meetings, including in-services and staff development activities/trainings. In order to foster good working relations and encourage and reward staff participation.

M4. This Appointment is subject to cancellation pursuant to A.R.S. § 38-511.

M5. Employee shall not discriminate against any employee, student, parent, contractor or other member of the public because of that person's sex, race, religion, color, national origin, age or disability.

M6. The entire agreement between the parties shall consist of this Appointment, District's salary schedule, the District's Performance Pay Plan and such fringe benefits as the Board approves for this fiscal year. Any subsequent amendment or addendum to this Appointment must be in writing and signed by both parties.

M7. The execution of this Appointment was authorized at a legally convened meeting of the Board held on . This Appointment cancels and supersedes all prior employment Appointments between the parties and must be revised in writing.

M8. If this Appointment is not returned to the District's Human Resources Office within ten (10) days from the date issued by the Board or includes terms in addition to those authorized by the Board, Employee has not accepted employment with the District, and this Appointment shall be null and void.

Glendale Elementary School District No. 40

Sara Smith

By _____

Board Clerk

Date Issued: 6-14-2012

[Signature]

Employee

Date: 5/30/12

Exhibit 8

From: Matthew Peterson
To: Kevin Hegarty
Subject: Employee Issues (Private)
Date: Friday, June 08, 2012 2:46:00 AM

Kevin,

So that there is no confusion, I'm listing the things I talked to you about today. I've been advised to report Kim Fisher to HR, but I'd rather give this information to you so you can be aware of the situation.

Regarding Kim Fisher, I have wanted to talk to you a couple times now about her inappropriate behavior but have been scared that I would "awaken the beast" and she would hinder the IT reorganization even further. Today (6/7/2012), Kim approached me and told me that she was going to fight against Kathy Murphy and possibly Robert Dent from getting the positions they applied for. It is my strong belief that she is being unnecessarily vindictive, jealous, and unprofessional. My team has asked me multiple times to talk to you about her. Since the "beast is now awake" I see no further reason for delay. Here are a few things I've been dealing with in the past few months.

A. Technology User Agreement

Without asking, Kim changed the language of the User Agreement and Internet Safety Policy. After I discovered this, I went over the changes with her and made some adjustments. I think her changes were in the most part superfluous, but I didn't want to cross her. Instead of using the Internet Safety Policy that our E-Rate consultant gave us, she insisted on adding that material to an existing document regarding the use of technology. This, unfortunately, means we do not have an actual "Internet Safety Policy" but a document about the use of technology that contains information about Internet safety. Regardless, I picked my battles and decided to let it go.

However, when it came time to print and translate the User Agreement and Internet Safety Policy, Kim would not send the final documents to Bill Heatherly because she was upset with HR for not interviewing her for a position she wanted. She stated that she was finished helping HR and that we needed to go to them if we wanted the documents. In her defense, she did say that she would help me if HR couldn't. HR was unable to help, so after several requests/pleas (and many days), Kim finally sent the documents. This whole situation was very unprofessional, especially when she mentioned she was keeping her eyes open to see if HR messed up anything so she could report them to the state.

B. Keys

On more than one occasion, Kim has been dismissive about getting keys to the IT department. Only after repeated requests and long delays (up to two weeks) have we been able to get keys. This has seriously hindered the work of at least two employees. Kim's response to Russell has been that she has more important things to do. Because of the urgency to get keys to our employees for our summer projects, Russell assumed all responsibility for the keys so that he wouldn't have to play

the passive aggressive "key game" with Kim. We have an entire page of detailed documentation on this.

C. Unprofessional Conduct with Kathy Murphy

1. For many months now, Kathy has had a difficult time working with Kim, which has affected her ability to do her job. It has gotten to the point that we have had to send other people because Kim will be rude or ignore Kathy. Our temp secretaries can attest to this, as Kim wouldn't even reply when Kathy has said hello or tried to introduce the temp secretaries to her. Kim has made derogatory comments to me such as "Kathy is a failed teacher" and "Kathy doesn't have the skills" and "when Kathy comes around asking for things, I'm not going to take her flack because my department is over hers" and "Kathy is a manipulative and rude person." The problem really worsened when we hired a temp secretary so Kathy could get our E-Rate documents in order. Rumors starting spreading around that we had made Kathy into an Admin Assistant, and Kim became even more difficult to work with. My team told me today that she has become so unpleasant to work with that they avoid her at all costs. This isn't healthy. Even our latest temp secretary (yes, we're on our third one now) observed that Kim hasn't been very friendly to my team.

Our conversation on 6/7/2012 in the hallways:

2. Kim accused me of creating a job position for Kathy Murphy. Her tone of voice was not pleasant and I could see that she was visibly disturbed as she accused me of this.

3. Kim said that "people" in the district have said that Kathy has finally found a dope she can manipulate, referring to me, her boss, as a weak and stupid person. *[This was in regards to Kathy applying for other positions in the district and the other directors supposedly being too smart to fall prey to her cunning ways]*

4. After I said that we had included HR in our interview panels, Kim said that "Nobody trusts HR. You should have used someone else like support services."

5. Kim said I was naive and that I've been taken advantage of by Russell and Kathy and that they had plotted this 8 months ago. *[I told her that I looked at the things that were failing in IT and the things that we weren't doing and created a position that would handle all of this and more. I created the position for the department, not for the person and was ready to hire the most qualified person, even if that wasn't Kathy. I admitted that I'd rather have Kathy as my Admin Assistant, since I'll miss her as my secretary but that the district will be in a better place with her in this position. I also said that I plan on being here for 30 years and am looking at the big picture. Kathy won't be here in 30 years]*

6. Kim said that because I have selected Kathy Murphy for the Operations Specialist position I have damaged the entire district and that nobody trusts us anymore and that I'll need to spend the next year rebuilding our reputation. *[This is not true. I have received numerous emails and phone calls from directors and principals saying that they've already seen an improvement with our department. Two directors gave Kathy letters of recommendation for the position, and she was the*

only person to ace the test and the interview!]

7. Kim said that she was going to fight to keep Kathy from getting this position and that I could not change her opinion. She said other people were angry as well but didn't mention names. She also said that E-Rate was a minimal task, thus downplaying the whole position. *[I advised Kim that she should be able to change her opinions when presented with additional information. Our district is one the largest in the state for E-Rate but that E-Rate is just one aspect of the Operations Specialist position. Kathy aced the test and interview and got excellent recommendations from highly influential people. She's held managerial positions and is not just a lowly secretary. The district will save thousands of dollars because of this position.]*

8. Kim said that someone must have been coaching Kathy and Robert Dent. I told her that I had locked everyone out from the test and interview questions until it was time for the actual interview. Russell, Kevin, and I had specific discussions about not coaching anyone for the job positions, other than to point them as a group to resume and technical websites they could use to prepare. *[Today, I verified with both Russell and Kevin that they did not coach Kathy or Robert]*

I know there is a lot of info here, but let me know if you'd like any more info. I think Kim Fisher has a lot of good qualities, and there have been times when it has been a pleasure to work with her, but to be blunt she has issues with envy, pride, manipulation, and the desire for power. Because of this, my department (and I know others) have had difficult times working with her. It's driving people away from her and hurting her chances for advancement. I'm about to hire the former Executive Admin Assistant to the Dean of ASU and I can only imagine how Kim and her are going to butt heads...

*Matthew Peterson
Director of Information Technology
Glendale Elementary School District #40
Phone: 623-237-7116
mpeterson@gesd40.org*

Exhibit 9

Dear Laura Sanchez,

8/15/2012

Earlier this month I talked with you about the issues my department has been having with Kimberly Fisher. Today I would like to give supporting documents and add some more information that has arisen.

The crux of the issue is that Kimberly Fisher has caused a hostile work environment for my team, which has hindered their ability to work and has hurt mine and some of my teammates' reputations because of false rumors she has perpetuated. It has gotten so bad that I have had to isolate Kathern Murphy (my previous secretary), three temporary secretaries, and a number of technicians from Kimberly because of her rude and condescending behavior. Kimberly has admitted to talking to board members and other employees about her unsavory opinions of the IT reorganization and staff. She has boasted and taken credit for convincing the board members to lower the pay for a position that Kathern intended to apply for. The spreading of her negative comments, which I would define as rumor and slander, have hurt my department, the district, and me as a director. Some of the false allegations, which I had to spend many hours of my time defending against, can be attributed to comments Kimberly made to people.

I am including an email I gave to Kevin Hegarty on June 08, 2012 2:46 AM which lists some issues I've had with Kimberly. I also spoke with Kevin in person on June 7th about these issues. He has talked to Kimberly several times about her behavior, but the problems have escalated.

More recently, on August 6th, 2012 4:47 PM, Kimberly Fisher sent me an email that included the following phrase: **"False information may be documented and used for an IT reorganization but please use the facts when referring to me."** This was an accusation that I had committed fraud and had lied about the reorganization. She wrote this in response to a comment I made to Kevin Hegarty that some of my employees were still waiting for keys. Kimberly got offended and stated in her email that only 3 people did not have all of their keys. I checked and found 5 people without all of the requested keys. For the past few weeks she has repeatedly told us that we'll get the keys when she gets them. On 8/13/2012 I met with Kevin Hegarty and Kimberly Fisher to discuss this and other issues. She finally admitted that she had not even placed an order for the keys yet. It has been well over a month since the written request had been made, and we have followed up with numerous calls, emails, and personal visits.

To compound things, Kimberly Fisher talked to Diane Litwiller (one of my team members) and told her about the above derogative email that she sent to me. Diane felt uncomfortable and told me about their conversation. I told Kevin Hegarty about this incident and informed him that I was going to talk with HR because I didn't appreciate Kimberly spreading false rumors and attempting to cause dissension within my own department. Kevin talked to Kimberly again about her actions, but afterwards she called Diane and got upset with her for telling me about what she had done.

On Friday, August 10, 2012 9:43 AM, Kimberly Fisher sent an email to Kevin Hegarty and me stating: **"I am not property to be lent and I do not appreciate this email in any way at all. Please either have Kathern remove me from this type of email or have her consider her words. I will not be degraded by your over paid secretary because of her offensive nature and lack of appropriate knowledge."** This was in regards to Kathern's email which stated: **"Thank you Kevin, Eric, Jill for lending staff to our project. We could not have done this without their help."**

Kimberly's attitude towards me and my team has been unprofessional. I have witnessed firsthand her anger and disdain towards me, individuals of my team, and others in the district. On August 13th she initialized a meeting between Kevin Hegarty and me, under the guise of working out our differences. That might have been the original intention, but what happened was that she spent nearly three hours telling us about her ill feelings towards me, my team, and other departments, including HR and accounting. To sum it up, she said that we aren't qualified to do our jobs and should never have been chosen as directors. This is not the first time I have heard her badmouth other departments. I have heard her in the past criticize the superintendent's office and HR. Last Thursday (8/16/2012) she even mentioned to all of the business services directors that HR is unqualified to do their jobs. Spreading rumors like this is unhealthy for the district and is, in some cases, illegal. If she has been telling other people the same things she told me then she is committing slander, according to the Arizona defamation laws.

To demonstrate how deeply this situation has affected us, my final interview with my new assistant, Nellie Andrade, had one main question: "How do you work with someone in another department who hates you for no apparent reason?" My assistant told me a few weeks ago that she now knows why I asked that question.

Because of Kimberly's unpredictable and irrational behavior, I fear for my team's safety, emotional well-being, and ability to effectively work with her. Kimberly warned me during the reorganization (see the 6/7/2012 email) that she was going to fight against Kathern Murphy and Robert Dent. Those happened to be the two positions most targeted by the board members. She warned me again on August 13th that she will continue to fight the IT reorganization, especially the position that Kathern Murphy got.

In our meeting on August 13th, Kimberly said that nothing was going to change. The only solid resolution that came from the meeting was that we need to make sure Kathern never crosses paths with Kimberly and that we never say hi or thank Kimberly for anything. I would like more of a resolution than that, as that very same week, Kathern had materials to give to Kevin but Nellie was not here to mediate. Kathern should not have to work in an environment of fear and should not have to worry that someone is hellbent on destroying her career. Kevin Hegarty has tried many times to resolve the problem, but Kimberly has been unreasonable and disrespectful towards him. The time has finally come to involve HR.

Matthew Peterson 8/21/2012

Exhibit 10

HOLM WRIGHT HYDE & HAYS PLC
MEMORANDUM

TO: JOSEPH QUINTANA
FROM: DOMINIC L. VERSTEGEN
DATE: OCTOBER 18, 2012
FILE: GLENDALE ELEMENTARY SCHOOL DISTRICT
INVESTIGATION (6929-0942)
SUBJECT: **CONFIDENTIAL, ATTORNEY CLIENT PRIVILEGED:**
REPORT REGARDING INVESTIGATION OF ISSUES RAISED
BY ITS DEPARTMENT

We investigated the issues raised by the IT Department relating to the actions of Kimberly Fisher. The complaints by the IT employees generally pertain to Ms. Fisher's improper conduct, as defined by District policies governing conduct and ethics.¹ Ms.

¹ See, policy G-0750 (GBEB):

.... No employee ... shall engage in conduct that violates the District's expectations for staff conduct, examples of which include but are not necessarily limited to the following:

- Physical or verbal abuse of, or threat of harm to, anyone.
- Unprofessional conduct.
- Exhibiting improper attitudes.
- Acts of insubordination.
- Acts of dishonesty.
- Use of profane or abusive language, symbols, or conduct.

See also, policy G-0650 (GBEA):

.... This responsibility requires the employee to maintain standards of exemplary conduct. ... The school employee:

- Maintains just, courteous, and proper relationships with students, parents, staff members, and others.
- Directs any criticism of other staff members or of any department of the school system toward improving the District. Such constructive

Fisher denies any wrongdoing. But as described above, the weight of the testimony and the available documents indicate that Ms. Fisher acted improperly.

I. Complaints

Generally, employees from the IT Department indicated that Ms. Fisher created a hostile work environment. They claim she did this by her constant rude and demeaning comments, undermining them to others, and delaying or preventing their work. They listed several specific things to support these complaints, addressed below.

Ms. Fisher admitted that her relationship with the IT Department was not great. The first thing she said about the IT Department in our interview was that it was a "den of iniquity." Then she said that they actively tried to discredit her, but that despite the foregoing, she still tries to "protect" them because "they still report to our department."

a. The shoulder check

The most significant complaint made by any IT employee about Ms. Fisher related to an incident in which Ms. Fisher and Katherin Murphy physically bumped into one another in a narrow hallway on August 9. Each blames the other for initiating the contact.

Ms. Fisher was helping the IT department with a project. The room where the incident happened was crowded with boxes and other materials for the project. By chance, Ms. Fisher and Ms. Murphy walked through a narrow pathway in the room at the same time. Ms. Murphy said that she veered away from Ms. Fisher and avoided eye contact. She did this because of many recent negative interactions between the two. As she passed Ms. Fisher, she says that they bumped into each other quite hard. She says that Russell Deneault (the IT Systems Coordinator) witnessed the bump and told her that Ms. Fisher initiated the contact and purposefully shoulder checked her. Mr. Deneault confirmed that this was his observation to us during our interview with him. He said that Ms. Fisher leaned into it and purposefully tried to forcefully contact Ms. Murphy.

Ms. Fisher denies this and claims that Ms. Murphy was the one that shoulder checked her. She claims that Ms. Murphy pushed her shoulder into her chest. She claims that this was an assault, and that the next time that occurs, she will go to the police.

criticism is to be made directly to the school administrator who has the responsibility for improving the situation.

There are no other witnesses to the event beside Mr. Deneault, who Ms. Fisher claims is biased against her.

b. Keys

The most commonly mentioned complaint had to do with Ms. Fisher not giving keys to IT Department employees. They complained that Ms. Fisher delayed in getting keys to them personally, or others in the department. Ms. Fisher denies that there was any meaningful delay, and said that the only delay was the product of waiting until certain rooms were re-keyed.

Ms. Fisher is in charge of getting certain district employees keys, including everyone in the IT Department. She maintained records of who had keys, checked out extra keys, and ordered new keys as necessary. If a new key was needed, she would inform a locksmith employed by the District and he would make a new key, generally that day.

Near the end of last school year, there was a restructuring of the IT Department which resulted in several new employees being hired. These new employees needed keys to their work spaces in the main IT department, and sometimes to schools in the district where they were working on a temporary basis.

Ms. Fisher claimed in our interview that she gave out a few keys when the IT Department first requested the keys for the new employees, approximately in early June. She said that she gave out any extra keys she had on hand, but didn't make any new keys because she was waiting until a decision was made by the IT Department about what rooms would be re-keyed. This claim (that there was a delay of several months because of a decision to re-key some rooms) is not supported by any written correspondence, and was denied by the IT Department. Ms. Fisher also said in our interview that she gave out temporary keys to anyone who was waiting on a permanent key, but this is also denied by all IT Department employees. In fact, IT Department employees told us that several of them had to wait outside until someone with a key showed up on many occasions because they had no keys.

The timeline of relevant events relating to the key issue is as follows: the Director of the IT Department, Matthew Peterson, complained to Ms. Fisher's supervisor, Kevin Hegarty, the Deputy Superintendent of Business Services, about Ms. Fisher's responsiveness to their key requests on June 8.² A few weeks later, on June 27, Ms.

² See email from Matthew Peterson to Kevin Hegarty, dated June 8, 2012, attached as Exhibit 1.

Fisher attended a meeting with Mr. Peterson to discuss the problem.³ Mr. Peterson followed this up with an email dated July 5 listing the keys needed.⁴ His assistant, Nellie Andrade, sent a follow up email on July 11 requesting a response to that email.⁵

Instead of getting the keys to the IT Department that they requested, though, Ms. Fisher sent an email to Mr. Peterson and Ms. Andrade requesting an audit of all the keys checked out to the IT Department.⁶ This email was sent on July 12. It took Ms. Andrade two weeks (until July 26) to complete this task.⁷

Still, after the audit was done, the IT Department did not receive the keys it requested. Instead, a week and a half later, on August 6, Ms. Fisher sent an email to Mr. Peterson saying that only three IT Department employees needed keys.⁸ In our interview, she told us that she was correcting his assertion that there were more people than that who needed keys. In her email, Ms. Fisher closed by saying, "[f]alse information may be documented and used for an IT reorganization but please use the facts when referring to me."⁹

Mr. Peterson waited to respond to this for a week. In the interim, on August 10, Ms. Fisher sent another apparently hostile email, as will be discussed below. Mr. Peterson emailed Ms. Fisher on August 13 complaining about her behavior and non-responsiveness to his requests for keys.¹⁰ This led to a meeting taking place later that day, between Mr. Peterson, Ms. Fisher and Mr. Hegarty to discuss the keys and the other issues between Ms. Fisher and the IT Department.

During that meeting, Mr. Peterson said that Ms. Fisher was very rude and said several untruthful things. He said that she said that he was unqualified for his position, how he should do certain work that Ms. Murphy was doing, and other things that were not helpful or accurate.

³ See email from Kimberly Fisher to Norma Eagan, dated June 25, 2012, attached as **Exhibit 2**.

⁴ See email chain between Matthew Peterson, Nellie Andrade, and Kimberly Fisher, dated July 5, 2012 and July 11, 2012, attached as **Exhibit 3**.

⁵ *Id.*

⁶ See email chain between Kimberly Fisher and Nellie Andrade, dated July 12, 2012, and July 26, 2012, attached as **Exhibit 4**.

⁷ *Id.*

⁸ See email chain between Kimberly Fisher and Matthew Peterson, dated July 5, 2012, August 6, 2012, and August 13, 2012, attached as **Exhibit 5**.

⁹ *Id.*

¹⁰ *Id.*

Ms. Fisher disagreed that she was rude, but verified that they spoke about Mr. Peterson's qualifications and other things of that nature. She recapped the meeting in an email she sent to Mr. Hegarty.¹¹ In that email, she reiterated her feeling that Mr. Peterson was unqualified for his job. She also defended her work on getting the IT Department employees the keys they needed, noting that she was busy with other projects a lot of the time. At the end of that email, she wrote that she and Mr. Hegarty went to the IT offices on August 15 and determined that one lock would have to be changed, and that she had already put in an order to have that done. She also said she ordered additional keys, although it is unclear what keys she is referring to. Only one lock was changed, and that change was to put that room on the same key as the adjoining rooms. Room 30 was previously on the same key as room 31, but was changed to be the same as rooms 27-29.

It is clear from the above evidence that Ms. Fisher's story is not accurate. She claims that she gave temporary keys to everyone who was without a key, but that testimony is disputed by everyone we talked to in the IT Department, and there is no support for that claim in the emails people gave us. Moreover, it is inconsistent that Ms. Fisher told us that she gave everyone temporary keys, but other emails indicate that various IT employees were forced to wait outside until others showed up to get into the building.

c. Interference

The other most commonly mentioned complaint about Ms. Fisher was similar to the key issue: IT employees complained that Ms. Fisher interfered with their work. For example, Mr. Hegarty has to sign off on certain documents like contracts and purchase orders. Several IT employees said that they had taken such documents to Mr. Hegarty, and that Ms. Fisher would act as a gatekeeper between the employee and Mr. Hegarty. She would delay in giving the documents to Mr. Hegarty, or just require that changes be made before she would give them to Mr. Hegarty for approval.

Ms. Fisher denied that she delayed anything improperly, but she did concede that she would hold things up from time to time so that she could make changes. She said that this is part of her job. During his interview, Mr. Hegarty agreed that he had no problem with Ms. Fisher helping out with these sorts of things, even looking at contracts to screen them for obvious issues. Mr. Hegarty did not want her to artificially delay anything, of course. And that is what several IT employees alleged Ms. Fisher had done.

An example of alleged interference beyond holding up a contract or purchase order, or IT employees obtaining keys to their workspace, involved Ms. Fisher going to the school board when she had a problem with two positions being filled in the IT

¹¹ See email from Kimberly Fisher to Kevin Hegarty, dated August 19, 2012, attached as **Exhibit 6**.

Department reorganization. Ms. Fisher admitted that she did not support some parts of the reorganization of the IT Department. She told us that she thought the way things in the IT Department were changed in the reorganization was wrong. She expressed these concerns to her supervisor, Mr. Hegarty, but he did not prevent the reorganization or several parts of the reorganization with which she disagreed.

One of those things was that she felt that the position of Operations Specialist was graded too high. This position was the one that Ms. Murphy applied for. Ms. Murphy had been at a lower pay grade than Ms. Fisher, but if she was hired for the Operations Specialist position, she would have been at a higher pay grade than Ms. Fisher. Ms. Fisher attended a meeting of the school board to express her concerns directly to the board. The board delayed their approval of Ms. Murphy into the position. When Ms. Murphy was finally approved for the position, her pay was lowered.

Ms. Fisher also expressed concerns about Robert Dent's position. His placement into his position was also delayed as a result of Ms. Fisher going to the board.

Ms. Fisher told us that she did not do this out of jealousy, but out of a concern for fairness. She simply felt that the positions were classified incorrectly.

Evaluating Ms. Fisher's alleged interference on the whole, it is difficult to characterize it as clearly improper. Her supervisor approved of her looking at documents, unless it was for the purpose of delaying something. Unlike the keys incident, there isn't overwhelming evidence to determine if that was the case. Going directly to the school board to protest the pay grade for a position is not necessarily improper, although some of her comments may have contradicted policy G-0650 (GBEA), which says that "criticism [of other staff members or of any department] is to be made directly to the school administrator who has the responsibility for improving the situation."

In any event, although Ms. Fisher's interfering conduct may not have been improper, it demonstrates the difficult working relationship between her and the IT Department.

d. Attitude

Nearly everyone we spoke with about Ms. Fisher observed that her attitude was a problem. Ms. Fisher even conceded in our interview that she can be unpleasant at times, but that most people get along with her and that everyone can be unpleasant occasionally.

One of the most glaring examples of her problematic attitude is the August 10 email Ms. Fisher sent in response to a thank you note from the IT Department. This email followed on the heels of the August 6 email mentioned above, in which she said, "[f]alse information may be documented and used for an IT reorganization but please use the facts when referring to me."¹² The August 10 email was a response to an email sent by Ms. Murphy minutes prior, in which Ms. Murphy thanked several people for their efforts on a project relating to student ID cards.¹³ Ms. Fisher forwarded a response to Mr. Hegarty and Mr. Peterson in response that said:

I am not property to be lent and I do not appreciate this email in any way at all. Please either have Kathern remove me from this type of email or have her consider her words. I will not be degraded by your over paid secretary because of her offensive nature and lack of appropriate knowledge."¹⁴

Mr. Peterson responded to the email by saying that there was no negative motive behind the thank you email, and that he hoped she could set aside her problems so they could work together.¹⁵

¹² See **Exhibit 5**.

¹³ The email from Ms. Murphy said, in its entirety:

Status Update:
Student ID cards have been delivered (or we are delivering) to:
Coyote Ridge
Challenger
Horizon
Discovery
Mensendick
Burton
Desert Spirit

Thank you Kevin, Eric, Jill for lending staff to our project. We could not have done this without their help.

Kathy

See August 10 email chain between Kathern Murphy, Kimberly Fisher, and Matthew Peterson, dated August 10, 2012 and August 13, 2012, attached as **Exhibit 7**.

¹⁴ *Id.*

¹⁵ *Id.*

These two emails demonstrate that Ms. Fisher has a problem with her temper, and a problem working with others. Other employees told us about additional examples of this problem. For example, Mr. Dent told us about a time when Ms. Fisher requested that he insert a YouTube clip into a presentation for Mr. Hegarty. He refused to do that because he thought he would be violating copyright laws. He claims that she was hostile and rude toward him because of this. She denies this.

Several IT employees said that they considered Ms. Fisher's actions to rise to the level of more than just improper behavior; they believe that she is committing unlawful defamation. They expressed concern that their reputations were being damaged by Ms. Fisher. One said a law suit was already being considered.

Several employees also complained that Ms. Fisher would often talk about how they or others were unqualified to do their jobs, even if they had been in their position for a while. These allegations appear to be true. Ms. Fisher admitted to talking about Ms. Murphy's qualifications for her new position in our interview, and Ms. Fisher complained about Mr. Peterson being unqualified for his position in her August 19 email recap of her meeting with Mr. Hegarty and Mr. Peterson.¹⁶ This kind of talk is insulting and rarely productive.

Ms. Fisher's behavior was described by various individuals as unprofessional, insulting, hostile, rude, nasty, and degrading. Ms. Fisher's own emails support that some or all of these comments are warranted, even if Ms. Fisher's conduct is not intentional.

II. Analysis

Ms. Fisher's conduct has been unprofessional.¹⁷ As noted above, she disputes many of the allegations against her, but not all of them. She obviously concedes that she sent the August 6 and August 10 emails. Both of these emails were unprofessional and hostile. Other allegations pertaining to specific events, like yelling at Mr. Dent about the YouTube clip, interfering with IT Department requests, and purposefully colliding with Ms. Murphy are disputed by Ms. Fisher, but if true would add to the finding that Ms. Fisher acted unprofessionally.¹⁸

¹⁶ See Exhibit 6.

¹⁷ See, policy G-0750 (GBEB), *supra* n. 1.

¹⁸ Obviously, if Ms. Fisher purposefully collided with Ms. Murphy, that would be an egregious example of improper behavior that would warrant a severe response from the District.

At the very least, we are able to conclusively determine that Ms. Fisher has problems working well with others. Several people we interviewed indicated that Ms. Fisher has problems getting along with other people and departments in addition to the IT Department, including purchasing, accounts payable and finance. This is unacceptable, particularly in her role as Mr. Hegarty's assistant. Mr. Hegarty is over several departments, and Ms. Fisher acts as a conduit between Mr. Hegarty and those departments. If people have trouble working with her, that reduces the ability of those departments to function correctly and efficiently.

We are unable to conclusively determine that Ms. Fisher purposefully interfered with IT Department work, although her handling of the key requests from the IT Department was improper. Her claim that she provided temporary keys to everyone was contradicted by the testimony of everyone else we asked about that and the available emails. And her reasons for her delays were inconsistent and insufficient. For example, Ms. Fisher told us during our interviews with her that the locksmith was unavailable at times, and that she was busy with other projects at times. But later she said the sole reason for the delay was that a decision had to be made on re-keying some rooms before she agreed to make new keys. This excuse didn't appear in any of the email correspondence between the IT Department and her until after her August meeting with Mr. Peterson and Mr. Hegarty.

Other than the keys, though, it is unclear if Ms. Fisher deliberately interfered with IT Department work. Projects were admittedly delayed, but Mr. Hegarty wanted her to exercise her judgment to review documents and do some of the things that led to the delays. Whether she purposefully delayed things beyond that is difficult to determine.

Lastly, it is unclear if Ms. Fisher purposefully shoulder checked Ms. Murphy. The witness says she did, and the evidence of Ms. Fisher's temper militates toward a finding that she did, but the evidence is not overwhelming. What is overwhelming is the fear of IT Department employees that Ms. Fisher would act violently in the future.

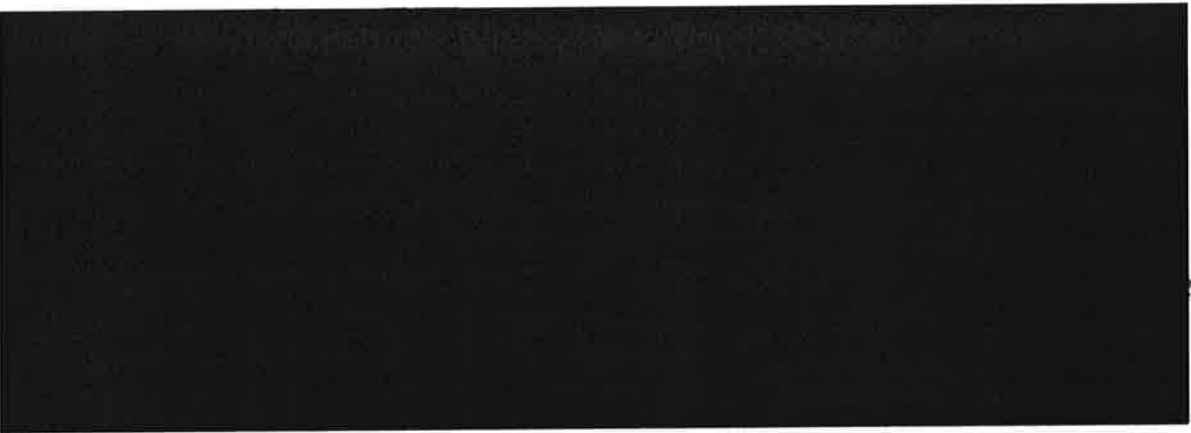


EXHIBIT 1

From: Matthew Peterson
 To: Kevin Hegarty
 Subject: Employee Issues (Private)
 Date: Friday, June 08, 2012 2:46:00 AM

Kevin,

So that there is no confusion, I'm listing the things I talked to you about today. I've been advised to report Kim Fisher to HR, but I'd rather give this information to you so you can be aware of the situation.

Regarding Kim Fisher, I have wanted to talk to you a couple times now about her inappropriate behavior but have been scared that I would "awaken the beast" and she would hinder the IT reorganization even further. Today (6/7/2012), Kim approached me and told me that she was going to fight against Kathy Murphy and possibly Robert Dent from getting the positions they applied for. It is my strong belief that she is being unnecessarily vindictive, jealous, and unprofessional. My team has asked me multiple times to talk to you about her. Since the "beast is now awake" I see no further reason for delay. Here are a few things I've been dealing with in the past few months.

A. Technology User Agreement

Without asking, Kim changed the language of the User Agreement and Internet Safety Policy. After I discovered this, I went over the changes with her and made some adjustments. I think her changes were in the most part superfluous, but I didn't want to cross her. Instead of using the Internet Safety Policy that our E-Rate consultant gave us, she insisted on adding that material to an existing document regarding the use of technology. This, unfortunately, means we do not have an actual "Internet Safety Policy" but a document about the use of technology that contains information about Internet safety. Regardless, I picked my battles and decided to let it go.

However, when it came time to print and translate the User Agreement and Internet Safety Policy, Kim would not send the final documents to Bill Heatherly because she was upset with HR for not interviewing her for a position she wanted. She stated that she was finished helping HR and that we needed to go to them if we wanted the documents. In her defense, she did say that she would help me if HR couldn't. HR was unable to help, so after several requests/pleas (and many days), Kim finally sent the documents. This whole situation was very unprofessional, especially when she mentioned she was keeping her eyes open to see if HR messed up on anything so she could report them to the state.

B. Keys

On more than one occasion, Kim has been dismissive about getting keys to the IT department. Only after repeated requests and long delays (up to two weeks) have we been able to get keys. This has seriously hindered the work of at least two employees. Kim's response to Russell has been that she has more important things to do. Because of the urgency to get keys to our employees for our summer projects, Russell assumed all responsibility for the keys so that he wouldn't have to play

the passive aggressive "key game" with Kim. We have an entire page of detailed documentation on this.

C. Unprofessional Conduct with Kathy Murphy

1. For many months now, Kathy has had a difficult time working with Kim, which has affected her ability to do her job. It has gotten to the point that we have had to send other people because Kim will be rude or ignore Kathy. Our temp secretaries can attest to this, as Kim wouldn't even reply when Kathy has said hello or tried to introduce the temp secretaries to her. Kim has made derogatory comments to me such as "Kathy is a failed teacher" and "Kathy doesn't have the skills" and "when Kathy comes around asking for things, I'm not going to take her flack because my department is over hers" and "Kathy is a manipulative and rude person." The problem really worsened when we hired a temp secretary so Kathy could get our E-Rate documents in order. Rumors starting spreading around that we had made Kathy into an Admin Assistant, and Kim became even more difficult to work with. My team told me today that she has become so unpleasant to work with that they avoid her at all costs. This isn't healthy. Even our latest temp secretary (yes, we're on our third one now) observed that Kim hasn't been very friendly to my team.

Our conversation on 6/7/2012 in the hallways:

2. Kim accused me of creating a job position for Kathy Murphy. Her tone of voice was not pleasant and I could see that she was visibly disturbed as she accused me of this.

3. Kim said that "people" in the district have said that Kathy has finally found a dope she can manipulate, referring to me, her boss, as a weak and stupid person. *[This was in regards to Kathy applying for other positions in the district and the other directors supposedly being too smart to fall prey to her cunning ways]*

4. After I said that we had included HR in our interview panels, Kim said that "Nobody trusts HR. You should have used someone else like support services."

5. Kim said I was naive and that I've been taken advantage of by Russell and Kathy and that they had plotted this 8 months ago. *[I told her that I looked at the things that were failing in IT and the things that we weren't doing and created a position that would handle all of this and more. I created the position for the department, not for the person and was ready to hire the most qualified person, even if that wasn't Kathy. I admitted that I'd rather have Kathy as my Admin Assistant, since I'll miss her as my secretary but that the district will be in a better place with her in this position. I also said that I plan on being here for 30 years and am looking at the big picture. Kathy won't be here in 30 years]*

6. Kim said that because I have selected Kathy Murphy for the Operations Specialist position I have damaged the entire district and that nobody trusts us anymore and that I'll need to spend the next year rebuilding our reputation. *[This is not true. I have received numerous emails and phone calls from directors and principals saying that they've already seen an improvement with our department. Two directors gave Kathy letters of recommendation for the position, and she was the*

only person to ace the test and the interview])

7. Kim said that she was going to fight to keep Kathy from getting this position and that I could not change her opinion. She said other people were angry as well but didn't mention names. She also said that E-Rate was a minimal task, thus downplaying the whole position. *[I advised Kim that she should be able to change her opinions when presented with additional information. Our district is one the largest in the state for E-Rate but that E-Rate is just one aspect of the Operations Specialist position. Kathy aced the test and interview and got excellent recommendations from highly influential people. She's held managerial positions and is not just a lowly secretary. The district will save thousands of dollars because of this position.]*

8. Kim said that someone must have been coaching Kathy and Robert Dent. I told her that I had locked everyone out from the test and interview questions until it was time for the actual interview. Russell, Kevin, and I had specific discussions about not coaching anyone for the job positions, other than to point them as a group to resume and technical websites they could use to prepare. *[Today, I verified with both Russell and Kevin that they did not coach Kathy or Robert]*

I know there is a lot of info here, but let me know if you'd like any more info. I think Kim Fisher has a lot of good qualities, and there have been times when it has been a pleasure to work with her, but to be blunt she has issues with envy, pride, manipulation, and the desire for power. Because of this, my department (and I know others) have had difficult times working with her. It's driving people away from her and hurting her chances for advancement. I'm about to hire the former Executive Admin Assistant to the Dean of ASU and I can only imagine how Kim and her are going to butt heads...

*Matthew Peterson
Director of Information Technology
Glendale Elementary School District #40
Phone: 623-237-7116
mpeterson@gesd40.org*

EXHIBIT 2

Kimberly Fisher

From: Kimberly Fisher
Sent: Monday, June 25, 2012 9:25 AM
To: Norma Eagan
Subject: RE: Meeting Reschedule Date*

That will be fine please send a meeting invitation.

Thank you
Kimberly

From: Norma Eagan
Sent: Monday, June 25, 2012 9:13 AM
To: Kimberly Fisher
Cc: Matthew Peterson
Subject: Meeting Reschedule Date*

Hi Kimberly:

Can you make it on Wednesday, June 27th from 9-10am in Matt's Office to discuss Keys?

Matt's calendar is full on Thursday.

Thank you,

Norma J. Eagan
Information Technology Services
Glendale Elementary School District
7301 N. 58th Avenue
Glendale, AZ 85301
Phone: 623.237.7121
Fax: 623.237.7249
Email: neagan@gesd40.org

EXHIBIT 3

GESD040

From: Kimberly Fisher
To: Nellie Andrade; Matthew Peterson
Cc: Russell Deneault; Kevin Serlita; Kevin Hegarty
Subject: RE: Key Assignments for IT
Date: Wednesday, July 11, 2012 3:25:30 PM

Hello Nellie,

I know it is difficult to wait on keys but this is in process. The only thing I can suggest at this time is to let me know if there are keys that are urgent and I can try to fill those requests. The set of master keys for IT are on order with Mark and I did tell him I wanted to get them to you by the start of next week because I will be gone from the 19th through the 24th. He said he would do his best to get them to me but he is scheduled for some time off as well. I assure you all I am dedicating all my time to getting the key situation taken care of and hope to get it resolved soon.

Thank you

Kimberly K. Fisher

Assistant to Kevin G. Hegarty, Deputy Superintendent
Glendale Elementary School District No. 40
7301 North 58th Avenue
Glendale, AZ 85301-2591
623 237-7110 Telephone 623 237-7296 Fax
kfisher@gasd40.org

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From: Nellie Andrade
Sent: Wednesday, July 11, 2012 3:12 PM
To: Matthew Peterson; Kimberly Fisher
Cc: Russell Deneault; Kevin Serlita
Subject: RE: Key Assignments for IT

Hello Kim,

Following up on the Information Technology key request. Can you let me know if we will be getting keys as they are ready or after they are all ready? Also, please let me know if there's anything I can do to help mitigate this request.

Best,

Nellie

Nellie Andrade
Administrative Assistant
Information Technology
Glendale Elementary School District #40
p.623.237.7121
f.623.237.7295
nandrade@gesd40.org

From: Matthew Peterson
Sent: Thursday, July 05, 2012 4:25 PM
To: Kimberly Fisher
Cc: Russell Deneault; Kevin Serilla; Nellie Andrade
Subject: Key Assignments for IT

Kim,

Here are the key assignments that IT needs.

For the 5 new Technology Specialists:

- Blagica Jovanovic: Landmark and Smith
- Robin Linton: North, South, Jack, Mensendick, Challenger
- Zubair Amini: Horizon, American, Burton, Sine, Imes
- Jorge Mendoza Soto: Coyote Ridge, Discovery, Desert Spirit, Sunset Vista, Desert Garden
- Raymond Rasha (will be on a special computer refresh project for the next few months, which will be at every school. Since we'll have 17 keys, I can check them out to him as needed)

All five techs will need keys for the IT office to get in to 27/28/29 and 30.
Blagica will need keys for room 31.

Chesney Hoffman and Tristan Parker (Help Desk Specialists) will need a key to rooms 27/28/29.

Brent A Shipley (Network Engineer) will need a grand master for the district and the three main gate keys.

Kathern Murphy needs a key to her office in room 27 (Craig's old office).

Nellie E Andrade needs keys to the following: Matt's office in room 29, supply room in room 29, rooms 27/28/29, and pc lab

Crystal Rosa-Duran needs keys for room 26 (records room), 27/28/29, and office key for room 26

Robert Dent, Craig Thompson, Justin Wright, Linda Silva, Patti Bounds, Diane Litwiller, Russell Deneault, and Kevin Serilla already have keys.

We did a poll today and here are the techs who currently have site keys:

- Zubair: lmes (H07 and H08)
- Jorge: North (L08), Coyote Ridge (S06)
- Blagica: Vista (U09), Challenger (A08), Jack (E07), Mensendick (F08), Spirit? (T06), Landmark (B11)
- Kathy E: No master keys
- Robin: Had N06 and T07, but turned them earlier today
- Ray: No Site Keys
- James: No longer on summer work, did not have any keys
- Lorna: not on summer work

Thanks!

Matthew Peterson
Director of Information Technology
Glendale Elementary School District #40
Phone: 623-237-7116
mpeterson@gesd40.org

EXHIBIT 4

Kimberly Fisher

From: Nellie Andrade
Sent: Thursday, July 26, 2012 3:09 PM
To: Kimberly Fisher; Matthew Peterson
Cc: Kevin Hegarty
Subject: RE: Keys

Kimberly,
 At the conclusion of the Information Technology key audit I have found:

- One key unaccounted for: CA08 (checked out to Robert Werhanowicz)
- key CB46-08 is now in Kathy Murphy's possession (checked out to Robert Werhanowicz)
- in addition to the originally requested keys (Matt's office in room 29, supply room in room 29, rooms 27/28/29, and pc lab) I will also need CB31-14 and CB-02

Please let me know how else I can assist as the keys Matthew requested are crucial to our daily operations.

Thank you in advance for your help in this matter,
 Nellie

Nellie Andrade

Administrative Assistant
 Information Technology
 Glendale Elementary School District #40
 p.623.237.7121
 f.623.237.7295
nandrade@gesd40.org

From: Kimberly Fisher
Sent: Thursday, July 12, 2012 7:06 PM
To: Matthew Peterson; Nellie Andrade
Cc: Kevin Hegarty
Subject: Keys

This is what I show is currently issued to members of IT. Please confirm or dispute any of the keys issued. Once I get a response I will see what keys need to be returned for issue and what keys are needed.

Note there are two keys remaining as issued to Robert W. so those keys could be with anyone.

Last Name	First Name	Department	Location	Key Number	Key Type
Amini	Zubair	Information Technology	Imes	H-07	\$300 Facility Master
Amini	Zubair	Information Technology	Imes	H-08	\$300 Facility Master
Bounds	Patti	Information Technology	DO Annex Rm 26	CA3-03	\$50 Classroom/Office
Bounds	Patti	Information Technology	Room 26 internal office	CA64-01	\$50 Classroom/Office
Bounds	Patti	Information Technology	Rms 27-30 Bldg B IT Data Processing and Office	CB31-08	\$50 Classroom/Office
Cirilo	Anita	Information Technology	Burton	G-06	\$300 Facility Master

Deneault	Russell	Information Technology	GGM	GGM25	\$500 Grand Master
Deneault	Russell	Information Technology	DO Room 59 and Room 19 Bldg C	MDF-8	\$50 Classroom/Offi
Dent	Robert	Information Technology	Rms 27-30 Bldg B IT Data Processing and Office	CB31-13	\$50 Classroom/Offi
Dent	Robert	Information Technology	Room 31 - Bldg B IT Storage Room (Annex)	CB46-07	\$50 Classroom/Offi
Hoffman	Lorna	Information Technology	Room 26 - Bldg B Student Records	CA3-01	\$50 Classroom/Offi
Horn	Len	Information Technology	Rms 27-30 Bldg B IT Data Processing and Office	CB31-20	\$50 Classroom/Offi
Jovanovic	Blagica	Information Technology	Challenger	A-08	\$300 Facility Maste
Jovanovic	Blagica	Information Technology	Rms 27-30 Bldg B IT Data Processing and Office	CB31-07	\$50 Classroom/Offi
Jovanovic	Blagica	Information Technology	Jack	E-07	\$300 Facility Maste
Jovanovic	Blagica	Information Technology	Mensendick	F-08	\$300 Facility Maste
Jovanovic	Blagica	Information Technology	Desert Spirit	T-06	\$300 Facility Maste
Jovanovic	Blagica	Information Technology	Sunset Vista	U-09	\$300 Facility Maste
Linton	Robin	Information Technology	Rms 27-30 Bldg B IT Data Processing and Office	CB31-04	\$50 Classroom/Offi
Linton	Robin	Information Technology	Bici South	M-06	\$300 Facility Maste
Litwiller	Diane	Information Technology	DO Annex Rm 26	CA3-04	\$50 Classroom/Offi
Litwiller	Diane	Information Technology	Room 26 internal office	CA64-02	\$50 Classroom/Offi
Litwiller	Diane	Information Technology	Rms 27-30 Bldg B IT Data Processing and Office	CB31-12	\$50 Classroom/Offi
Murphy	Kathern	Information Technology	Rms 27-30 Bldg B IT Data Processing and Office	CB31-14	\$50 Classroom/Offi
Murphy	Kathern	Information Technology	Room 29 Bldg B Director of IT Office	CB33-02	\$50 Classroom/Offi
Murphy	Kathern	Information Technology	Room 31 - Bldg B IT Storage Room (Annex)	CB46-04	\$50 Classroom/Offi
Peterson	Matthew	Information Technology	GGM	30	\$500 Grand Master
Peterson	Matthew	Information Technology	Rms 27-30 Bldg B IT Data Processing and Office	CB31-09	\$50 Classroom/Offi
Peterson	Matthew	Information Technology	DO Room 60	MDF-1	\$50 Classroom/Offi
Rasho	Ray	Information Technology	Rms 27-30 Bldg B IT Data Processing and Office	CB 31-18	\$50 Classroom/Offi
Rasho	Ray	Information Technology	Room 31 - Bldg B IT Storage Room (Annex)	CB46-03	\$50 Classroom/Offi
Serilla	Kevin	Information Technology	Great Grand Mastor	5	\$500 Grand Master
Serilla	Kevin	Information Technology	DO Gate 3228	3228	\$25 Gate Key
Serilla	Kevin	Information Technology	Landmark Gate 3753	3753	\$25 Gate Key
Serilla	Kevin	Information Technology	DO Gate 5E10	5E10	\$25 Gate Key
Serilla	Kevin	Information Technology	American	K-04	\$300 Facility Maste
Silva	Linda	Information Technology	Rms 27-30 Bldg B IT Data Processing and Office	CB31-02	\$50 Classroom/Offi
Soto	Jorge	Information Technology	Rms 27-30 Bldg B IT Data Processing and Office	CB31-05	\$50 Classroom/Offi
Soto	Jorge	Information Technology	Room 31 - Bldg B IT Storage	CB46-02	\$50 Classroom/Offi
Soto	Jorge	Information Technology	Bici North	L-08	\$300 Facility Maste
Thompson	Craig	Information Technology	Room 26	CA3-03	\$50 Classroom/Offi
Thompson	Craig	Information Technology	Room 26 - Internal office	CA64-03	\$50 Classroom/Offi
Thompson	Craig	Information Technology	Rms 27-30 Bldg B IT Data Processing and Office	CB31-11	\$50 Classroom/Offi
Turner	Rodney	Information Technology	Rms 27-30 Bldg B IT Data Processing and Office	CB31-19	\$50 Classroom/Offi
Werhanowicz	Robert	Administration	Annex Site Master Issued 7/25/07	CA-08	\$300 Facility Maste
Werhanowicz	Robert	Administration	Room 31 - Bldg B IT Storage Room	CB46-08	\$50 Classroom/Offi

			(Annex)		
Wright	Justin	Information Technology	Room 26	CA3-04	\$50 Classroom/Offi
Wright	Justin	Information Technology	Room 26 - Internal office	CA64-04	\$50 Classroom/Offi
Wright	Justin	Information Technology	Rms 27-30 Bldg B IT Data Processing and Office	CB31-17	\$50 Classroom/Offi
Wright	Justin	Information Technology	DO Annex Bldg C Rm. 19 PC Lab	P.C.	\$50 Classroom/Offi

Kimberly K. Fisher

Business Services

Glendale Elementary School District No. 40

623 237-7110 Telephone 623 237-7296 Fax

kfisher@gesd40.org

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EXHIBIT 5

GESD048

From: Matthew Peterson
To: Kimberly Fisher; Kevin Hegarty
Subject: RE: Key Assignments for IT
Date: Monday, August 13, 2012 2:24:00 AM

Kimberly,

Your email, which accused me of fraud and lying, was hurtful. Regardless of your feelings, we still need the requested keys, including the ones you missed in your email. Zubair and Robin still don't have office keys (more than once I've found Zubair waiting at the door in the hot morning sun for someone to show up so he can get in). The other three employees (Chesney, Tristan, and Crystal) have been here for over a month now and still can't get into their office without asking someone to open the door for them. We even moved our refrigerator to a different room so they could have access to it without the aid of someone else opening the door for them. Crystal can't even use the restroom without first making sure someone will be available to let her back in, since that door is always locked. Russell has asked, I have asked, my techs have asked, my assistant even offered to help expedite this. We've emailed, we've called, we've visited in person. Our summer projects were hindered because of the long delay, and we've had to compensate.

I understand you might have been waiting for someone to make some of the keys, but it can't possibly take this long, especially since the previous techs (Danny, Christian, Adam, etc.) should have given their keys back when they left. I need for you to support me and my department, as we support you. When you asked for a new printer, did you ever wonder how you got it so fast? It's because I gave you the new printer that I had just purchased for myself so that you wouldn't have to wait for the long purchasing and shipping process. I did that to support you. I need the same from you. We're supposed to be a team, and we just want to do our jobs the best we can.

Here are the keys that we still need:

- Zubair: Has school keys, but not keys for IT office (27/28/29, 30)
- Robin: Has school keys, but not keys for IT office (27/28/29, 30)
- Chesney: No keys received. Needs keys for 27/28/29
- Tristan: No keys received. Needs keys for 27/28/29
- Crystal: No keys received. Needs keys for 27/28/29 and 26

You had a good idea for us to rekey, but it's so crazy right now that we'll do that at a later date.

Matthew Peterson
 Director of Information Technology
 Glendale Elementary School District #40
 Phone: 623-237-7116
mpeterson@gesd40.org

From: Kimberly Fisher
Sent: Monday, August 06, 2012 4:47 PM
To: Matthew Peterson; Kevin Hegarty
Subject: Key Assignments for IT

As you can see below only 3 individuals in IT are in need of keys.

False information may be documented and used for an IT reorganization but please use the facts when referring to me.

From: Matthew Peterson
Sent: Thursday, July 05, 2012 4:25 PM
To: Kimberly Fisher
Cc: Russell Deneault; Kevin Serflia; Nellie Andrade
Subject: Key Assignments for IT

Kim,

Here are the key assignments that IT needs.

For the 5 new Technology Specialists:

- Blagica Jovanovic: Landmark and Smith Rec 7/17
- Robin Linton: North, South, Jack, Mensendick, Challenger REC 4/16 and 7/17
- Zubair Amini: Horizon, American, Burton, Sine, Imes Rec 7/18
- Jorge Mendoza Soto: Coyote Ridge, Discovery, Desert Spirit, Sunset Vista, Desert Garden
Rec 5/18 , 6/20 , 7/26
- Raymond Rasha (will be on a special computer refresh project for the next few months, which will be at every school. Since we'll have 17 keys, I can check them out to him as needed) Keys to be issued by you

All five techs will need keys for the IT office to get in to 27/28/29 and 30.
Blagica will need keys for room 31.

Chesney Hoffman and Tristan Parker (Help Desk Specialists) will need a key to rooms 27/28/29.
Will be given keys as soon as I have them

Brent A Shipley (Network Engineer) will need a grand master for the district and the three main gate keys. Rec 7/16

Kathern Murphy needs a key to her office in room 27 (Craig's old office). Rec 11/2010

Nellie E Andrade needs keys to the following: Matt's office in room 29, supply room in room 29, rooms 27/28/29, and pc lab Ready 7/30 Picked up on 8/3

Crystal Rosa-Duran needs keys for room 26 (records room), 27/28/29, and office key for room 26
Will issue as soon as I have one

Robert Dent, Craig Thompson, Justin Wright, Linda Silva, Patti Bounds, Diane Litwiller, Russell Deneault, and Kevin Serilla already have keys.

We did a poll today and here are the techs who currently have site keys:

- Zubair: Imes (H07 and H08)
- Jorge: North (L08), Coyote Ridge (S06)
- Blagica: Vista (U09), Challenger (A08), Jack (E07), Mensendick (F08), Spirit? (T06), Landmark (B11)
- Kathy E: No master keys
- Robin: Had N06 and T07, but turned them earlier today
- Ray: No Site Keys
- James: No longer on summer work, did not have any keys
- Lorna: not on summer work

Thanks!

Matthew Peterson
Director of Information Technology
Glendale Elementary School District #40
Phone: 623-237-7116
mpeterson@gesd40.org

EXHIBIT 6

Kimberly Fisher

From: Kimberly Fisher
Sent: Sunday, August 19, 2012 5:13 PM
To: Kevin Hegarty
Cc: kimkay_fisher@yahoo.com
Subject: Recap of meeting with IT

Tracking:	Recipient Kevin Hegarty kimkay_fisher@yahoo.com	Delivery Delivered: 8/19/2012 5:13 PM
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Kevin,

As I told you last week I do not like the way I have allowed the situations at the District to change who I am and what I believe in. I am and will be working on maintaining a positive outlook regardless of what is going on around me. I do however feel the need to document some key events to protect me as I am sure events are being documented from a different aspect for other purposes. Below is a recap of our meeting from my perspective. Please feel free to respond with any areas you feel I may have misunderstood or may have missed in this recap.

Kevin, Matthew, and Kimberly met Monday August 13th from 4:30 to 7:30 pm. We were discussing the emails that had been sent and any issues from the last few months. This meeting was requested by Kimberly as a result of the two emails that were sent by Matthew on the morning of August 13th.

Regarding the email about Kathy's email, Matthew defended her intentions from the email and stated she was including me because Russell told her to. I clearly refuted this and noted this is not the first time this type of email had been an issue. I told him these issues with Kathy had occurred before in the past prior to his appointment to the Director position. I noted the fact that in the email he stated Kathy was aware of my being upset with him before, this was an example that the conversations regarding me in his area were not appropriate, and showed things were as he has stated in the email. I additionally noted that Kathy had physically thrown her shoulder into me in passing and regardless of the threat in this email to go to HR, the next time something of this nature occurred it would be the PD I would contact not HR. Both you and Matthew stated you were not there so you could not speak to what had occurred. I noted that Kathy and Russell were discussing it immediately and I was sure their spin would be different but it was her shoulder that made contact with my chest. I also noted that I was sure neither of you would defend me and I knew that because of the lack of importance to you of my position, but I felt this is a clear aggression against me and not the other direction. When our conversation concerned Russell I noted that I had defended him and was an advocate to his being hired for his position and had complemented him in many things.

In talking about the IT reorganization I clearly stated I did not support what had been done though I know neither of you agree with me. I stated that I felt due to the error in Matthew's recruitment we had hired a less than qualified individual to the Director of IT and as a result I felt the position of Operations Specialist was inappropriately created and I felt this was a waste of public funds. I clearly state and gave examples to demonstrate that the position did not have any responsibilities that were at a higher level than what I do as an Administrative Assistant and that the inappropriate elevation of this position only served to degrade the work of the Administrative Assistant job in the District. You both disagreed with my statement and it was noted that the work I do is not the same as the other Administrative Assistants but I noted that each of the Admins for the Assistant/Deputy Superintendents were expected to do all the same things as the operations specialist even if the individuals in each position was not always able to do them and that was a separate issue. We agreed to disagree on these points because there were no clear examples that could be given to convince me of the validity of this position. No higher duties or responsibilities existed in comparison to what I do and the facts that I stated were simply met with the response that you both disagreed and Matthew stated the position was only being attacked because of jealousy. Matthew stated this position had already saved the district money and I told him my work in the last few months had saved the district almost enough money to pay for the excessive hike in pay for

this position and that I would not seek to continue to save the district money if it is only going to be used for building of positions that were inappropriate. Because this part of the conversation was going into a circular discussion we all agreed to move past it and talk about how we were going to work together moving forward. Matthew noted both his being hired and the position had already been past the board. I noted that I was sure it would come up again during the budget process because I didn't think it would end up being as stated.

When asked how we would work together, I stated that I found this question unnecessary as always if a document needed to be signed they would bring it to our office for signature and it would be done. There is no reason that Kathy and I would need to work together on anything. She didn't need to talk to me in passing and I noted that this is not a change since she has been working for Matthew she had not talked to me anyway. I stated if she needed anything when she was filling in for Nellie that she could drop it off just as she always has. I clearly noted that the issues with Kathy were not new and were not exclusively with me. At one point I was the one she would go to because she was having issues with so many other individuals. We have managed to get work done since January of 2011 in spite of the issues and there was no reason for things to not get done now. Matthew asked about him. Should he thank me for things and I told Matthew that he also didn't need to thank me for anything. I didn't feel his statements were genuine and they were not needed. I agreed to do whatever was needed in my position so we could move forward.

Regarding the Keys; I told Matthew that his statements regarding the keys in his email were not accurate. He noted that the dates I sent about the keys displayed that they didn't get their keys until the end of the summer. I pulled my file and showed that I had worked with IT and had checked keys in and out through the summer to accommodate IT and the work that they had to do. I explained the different things that had been done and that I was not always able to drop everything if a key was not a priority and at times I would have to request that they would work together as a team to use the keys that were already issued. He noted when I had told individuals that I could not issue them keys at that moment and I explained to him that my position entailed much more than just sitting around and working with keys. I told him that during the time he was referring to I had been working on the Catholic Charity project and that was a priority because it directly impacted children. I also made it clear that anyone who said it was an urgent matter was given priority and a key was issued. I used the issuance of a key to Kevin S. as an example of this. I also noted that though they felt I was picking on them, during this time there were other individuals in C & I who had to wait for keys also and they did. There will be times that I may not be able to give everyone exactly what they want because I either just don't have it or because as in the case stated above other things may have to take priority. I noted that I felt his display in the office that sparked the email stream was just as offensive to me and that I felt it was just posturing in front of Kevin for effect. We talked about the issues regarding the final keys that IT needs. I agreed to look into options because I don't have the keys they currently need. We all agreed to a plan to move forward and the meeting of the three of us ended.

I looked into the keys with Kevin on Wednesday and we determined that one lock would have to be changed. I put in a work order for the changing of the lock and ordered additional keys to be issued to various individuals.

Kimberly K. Fisher

Business Services

Glendale Elementary School District No. 40

623 237-7110 Telephone 623 237-7296 Fax

kfisher@gesd40.org

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EXHIBIT 7

GESD055

From: Matthew Peterson
To: Kimberly Fisher; Kevin Hegarty
Subject: Regarding Kathy's email to Kim
Date: Monday, August 13, 2012 3:06:00 AM

Kimberly,

You misunderstood Kathy's email. She was complementing you, not insulting you. We've been so grateful for everyone's hard work. Kathy was hesitant to include you in the email in the first place because she knew how you got upset with me a few weeks ago for sincerely thanking you for your help, but Russell suggested she include you in the email so you would know of our appreciation.

Your reaction, however, is indicative of a greater problem that I need to address. I'm going to be brutally honest, so please don't be angry with me. Just because you hold ill feelings towards members of my team; have spread negativity, dissension and rumors; and have caused us sleepless nights, tears and at least 100 hours of superfluous work, it does NOT mean that we wish to reciprocate the same malcontent towards you. On the contrary, I have encouraged my team to fight back with love and patience. Unbeknownst to you, I have defended you several times, even while you were debasing my department. More than once, I have protected you from complaints people wanted to send to HR, and I have curtailed a lawsuit for slander. Will you please stop this senseless aggression towards me and my department? It only leads to misery. Unfortunately, I can't protect you from the inevitable consequences of your actions.

I don't have any personal agendas in sending this email other than to plead with you to forgive whoever offended you and move on. For my part, I'm sorry for whatever I have done to you. You missed the opening ceremony, but the information was very applicable to this situation: swallow your pride and let go of the baggage that is holding you down. We are not your enemy. I want the best for everyone, including you. Interpret this email as you will, but I say these words as someone who is deeply concerned that your choices are going to lead you to a place you don't want to be.

Matthew Peterson
 Director of IT

From: Kimberly Fisher
Sent: Friday, August 10, 2012 9:43 AM
To: Kevin Hegarty
Cc: Matthew Peterson
Subject: FW: student id badge project update

Kevin

I am not property to be lent and I do not appreciate this email in any way at all. Please either have Kathern remove me from this type of email or have her consider her words. I will not be degraded by your over paid secretary because of her offensive nature and lack of appropriate knowledge.

Thank you
 Kimberly

From: Kathern Murphy
Sent: Friday, August 10, 2012 9:38 AM
To: Matthew Peterson
Cc: Russell Deneault; Kevin Serilla; Kevin Hegarty; Patti Bounds; Diane Litwiller; Craig Thompson; Justin Wright; Eric Kissel; Jill Winn; Kimberly Fisher
Subject: RE: student id badge project update

Status Update:

Student ID cards have been delivered (or we are enroute to delivering) to:

Coyote Ridge

Challenger

Horizon

Discovery

Mensendick

Burton

Desert Spirit

Thank you Kevin, Eric, Jill for lending staff to our project. We could not have done this without their help.

Kathy

Exhibit 11

Glendale Elementary School District

November 27, 2012

To: Ms. Kimberly Fisher

From: Kevin Hegarty, Deputy Superintendent for Business Services



Re: Determination on response from Kimberly Fisher regarding findings

I have reviewed the findings of Mr. Dominic Verstegen and your response. After reading both documents and examining the back-up materials provided I have concluded the following:

- 1) There is no conclusive evidence regarding the alleged mismanagement of keys or an attempt to keep Information Technology staff from their work assignments. There are emails provided by Ms. Fisher that provide enough evidence to contradict some of the conclusions in the original findings.
- 2) Mr. Verstegen did not make a determination on the "shoulder check" issue since there are simply claims from two parties against each other. I agree with his assessment.
- 3) Mr. Verstegen did not make a determination regarding the issue of interference. I agree on this assessment.
- 4) Ms. Fisher did violate district policy G-0750 (GBEB) as evidenced by two emails sent by her and documented in the findings.

Based on the policy violation I affirm upholding Mr. Verstegen's recommendation to provide a letter of reprimand to you regarding the emails, provide direction on the expectations for behavior, and transfer you to another position when an appropriate one becomes available.

Exhibit 12

G-1831

© Arizona School Boards Association

GBK-EA

STAFF CONCERNS, COMPLAINTS, AND GRIEVANCES

LEVEL 1

GRIEVANCE FORM A

FORMAL GRIEVANCE PRESENTATION

To be completed by grievant within five (5) days after the last informal conference but no later than fifteen (15) days after the employee knew or should have known of the act or omission giving rise to the grievance.

Grievant Kimberly K. Fisher Date of last informal
Presentation: 11/28/12

School District Office - Business Services Immediate
Supervisor Kevin G. Hegarty, Deputy Superintendent

Assignment Administrative Assistant

Policy or regulation alleged to have been violated: G-0750 (GBEB)

Statement of Grievance:


This is the 2nd level 1 grievance being presented regarding this issue. See attached documents for detail in conjunction with other investigative and response documentation. This is per the process communicated to me by the Superintendent and the employee handbook.

Action Requested:

As listed on the attached documents.



Signature of Grievant

TO: MR. KEVIN G. HEGARTY, DEPUTY SUPERINTENDENT FOR BUSINESS SERVICES
FROM: KIMBERLY FISHER 
SUBJECT: DETERMINATION ON RESPONSE FROM KIMBERLY FISHER REGARDING FINDINGS
DATE: 11/28/2012

I want to request that you reconsider the determination in your response to the original determination documents. Your statements listed on the response and the verbal conversations regarding this matter with both you and Mr. Verstegen do not match the written documents, nor do they align with the ending conclusion. Both your verbal and written response and Mr. Verstegen's verbal statements indicate that only the two emails sent by me are being considered to violate policy G-0750 however, the purpose of transferring me from my position is stated due to the other accusations. In Mr. Verstegen's findings document he concludes that several accusations are probable and have created fear in the staff of the IT department. He then states:

"Because of that fear, and because Ms. Fisher has problems getting along with many of the people she is supposed to work with every day, the District should transfer Ms. Fisher to a different position. Her inability to maintain functional relationships with co-workers is particularly problematic in her current position. To protect the district from further liability moving her to a different position with less interactions with others, with some training or counseling on working in a group environment would be advisable."

By your determination that I should in fact be transferred when an appropriate position becomes available, you are in essence agreeing that the accusations though not conclusive are probable. I feel that I not only provided evidence that they are not probable but additionally that my emails were in response to their violation of policy G-0750. Though their actions do not justify my responses, it is not appropriate to provide me with a letter of reprimand for responding to a campaign of harassment orchestrated by a member of administration. Policy G-1900 in fact protects employees from reprisal when actions such as "Mismanagement, a gross waste of monies, or an abuse of authority" are reported, as I did initially and have done several times through this harassment. Mr. Peterson's use of his position to harass me because I reported a mismanagement in the reorganization, his false accusations, and his actions to initiate this investigation when I responded are a clear continued abuse of his position "authority".

The documents in this investigation and the conclusions as stated are not justified for the negative email responses I sent. This investigation and the conclusions have not only insulted the high level of work I have performed in the two years I have been with the district, they have additionally slandered my character, knowledge, and ethics.

I am additionally requesting that the determination to transfer me be rescinded. The accusations that imply I should be transferred have been factually refuted. I feel this should also be stated in writing to clear my reputation.

Please respond on the attached "Grievance Form B" as necessary per procedure for escalation if needed.

Exhibit 13



January 28, 2013

Administrative Center
7301 N. 58th Avenue
Glendale, AZ 85301
(623) 237-7100

Bicentennial North
7237 W Missouri
(623) 237-4009

Bicentennial South
7240 W. Colter
(623) 237-4012

Challenger
6905 W. Maryland
(623) 237-4011

Coyote Ridge
7677 W. Bethany Home
(623) 237-4015

Desert Garden
7020 W. Ocotillo
(623) 237-4014

Desert Spirit
7355 W. Orangewood
(623) 237-4016

Discovery
7910 W. Discovery
(623) 237-4013

Don Mensendick
5535 N 67th Avenue
(623) 237-4006

Glendale American
8530 N. 55th Avenue
(623) 237-4008

Glendale Landmark
5730 W. Myrtle
(623) 237-4001

Glenn F. Burton
4801 W. Maryland
(623) 237-4007

Harold W. Smith
6534 N 63rd Avenue
(623) 237-4003

Horizon
8520 N. 47th Avenue
(623) 237-4010

Isaac E. Imes
6625 N 56th Avenue
(623) 237-4002

Melvin E. Sine
4932 W. Myrtle
(623) 237-4004

Sunset Vista
7775 W. Orangewood
(623) 237-4017

William C. Jack
6600 W. Missouri
(623) 237-4005

Kimberly Fisher
2745 W. Villa Rita Drive
Phoenix, AZ 85053

Re: Request to Review Imposition of Discipline

I. Introduction

The purpose of this letter is to respond to your request to review the Letter of Reprimand issued to you by Kevin Hegarty. The letter is dated December 20, 2012. Mr. Hegarty was your supervisor at the time. Pursuant to Governing Board Policy GDQD Discipline, Supervision, and Dismissal of Support Staff Members, "a support staff member who wishes to object to a minor disciplinary action shall submit a written complaint to the supervisor within five (5) work days of receiving notice of the disciplinary action".

II. Written Response

Several members of the Information Technology (IT) Department submitted verbal and written complaints alleging inappropriate and unprofessional conduct on your part. It was alleged you engaged in improper conduct as defined by District policies governing conduct and ethics.

In response to the complaints, District administration initiated an investigation. The Trust assigned Dominic Verstegen to conduct an investigation. As part of the investigation you, several members of the IT department, and Mr. Hegarty were interviewed. Mr. Verstegen concluded you engaged in unprofessional conduct and recommended the District proceed with discipline determined to be appropriate pursuant to District policies. Mr. Verstegen also recommended you be transferred to a different position due to problems you have getting along with many of the people you work with on a day-to-day basis.

At the conclusion of the investigation, Mr. Verstegen and Mr. Hegarty met with you to share the investigative findings, to answer any questions you had, and to allow you to share your side of the story.

On November 4, 2012 you submitted a document titled Response to Findings Document - IT vs. Kimberly Fisher Investigation. I shared with you the document, and other information pertaining to the matter should be submitted to your direct supervisor, Mr. Hegarty since was the one considering the imposition of discipline. It is my understanding Mr. Hegarty reviewed the information submitted and met with you on at least one occasion before deciding to impose the Letter of Reprimand he delivered to you on December 20, 2012. I also understand based on information you provided him and a recommendation by Mr. Conrad, the individual who was asked to replace Mr. Hegarty when he retired on December 21, 2012, Mr. Hegarty decided not to request I transfer you to another position. On or about December 21, 2012 you submitted your request that I review your objection to the decision by Mr. Hegarty to impose discipline.

III. Conclusion and Directions

After carefully reviewing the investigative report compiled by Mr. Verstegen, the Letter of Reprimand prepared by Mr. Hegarty, your response to the allegations and findings, and information provided when we met, it has been concluded you violated Governing Board Policy GBEA "Staff Ethics" and Governing Board Policy GBEB "Staff Conduct." Therefore, I will be upholding Mr. Hegarty's decision to impose discipline and the Letter of Reprimand issued by Mr. Hegarty.

Sincerely,

A handwritten signature in dark ink, appearing to read "Joe Quintana". The signature is fluid and cursive, with the first name "Joe" and last name "Quintana" clearly distinguishable.

Joe Quintana
Superintendent

Exhibit 14



Februar 3, 2013

Hand Delivered
Kimberly Fisher
Glendale Elementary School District No. 40

Ms. Fisher:

Administrative Center
7301 N. 58th Avenue
Glendale, AZ 85301
(623) 237-7100

Bicentennial North
7237 W. Missouri
(623) 237-4009

Bicentennial South
7240 W. Colter
(623) 237-4012

Challenger
6905 W. Maryland
(623) 237-4011

Coyote Ridge
7677 W. Bethany Home
(623) 237-4015

Desert Garden
7020 W. Ocotillo
(623) 237-4014

Desert Spirit
7355 W. Orangewood
(623) 237-4016

Discovery
7910 W. Discovery
(623) 237-4013

Don Mensendick
5535 N 67th Avenue
(623) 237-4006

Glendale American
8530 N. 55th Avenue
(623) 237-4008

Glendale Landmark
5730 W. Myrtle
(623) 237-4001

Glenn F. Burton
4801 W. Maryland
(623) 237-4007

Harold W. Smith
6534 N 63rd Avenue
(623) 237-4003

Horizon
8520 N. 47th Avenue
(623) 237-4010

Isaac E. Imes
6625 N 56th Avenue
(623) 237-4002

Melvin E. Sine
4932 W. Myrtle
(623) 237-4004

Sunset Vista
7775 W. Orangewood
(623) 237-4017

William C. Jack
6600 W. Missouri
(623) 237-4005

The purpose of this is to address the concerns you have raised both in your letter of resignation dated January 31, 2013, and in your email dated February 5, 2013. In both, you have raised allegations that you are being subjected to a harassing environment.

Your letter of resignation details concerns that you have regarding the manner in which you have been treated by the District's interim Superintendent for Finance and Auxiliary Services, Rick Conrad. I have asked Mr. Conrad to respond directly to your concerns, a copy of which is attached.

On February 5, 2013, you sent me an email with regards to how you are being treated by the payroll department. I have interviewed several staff members who deal directly with you on a regular basis. The same questions were asked of all individuals. Seven out of the twelve interviewed observed signs of a strained work environment in the finance department. Five out of the twelve had noticed a difference in the behavior between you and the finance department staff. Specifically, two stated that they had observed inappropriate/unprofessional statements being made by you, two stated that they had observed you arguing or demonstrating defiance, one stated that you were disrespectful, one stated that you were hostile towards others, one stated that they had seen you cry, and four stated that you shared unprofessional gossip. Four stated they had observed no change.

All twelve were aware of your resignation. They reported a variety of reasons that may have led to your resignation including hearing from you that some of your duties had been taken away, that you are not appreciated or treated fairly, you feel unhappy at GESD, that you didn't get along with Rick, that your skills are not being used and you feeling as though you were held back from a transfer.

Interviewees were asked about their work interactions with you prior to and after your notice of intent to resign. One interviewee stated that nothing had changed and you were cordial and professional. Others interviewed indicated that you acted unprofessionally both before you tendered your resignation and afterward.

Those interviewed were asked specifics regarding your claim that duties had been removed from your job expectations. It was stated that they "had heard from you" that duties like your involvement in high-end financials, negotiating contracts, contacting the ADE and assisting with the Trust Board were tasks that you were no longer required to do. It was stated that you told someone that you were only to answer phones, do secretarial work and work with Rod on risk management issues.

The question was asked regarding observations of any interactions between you and Rick. It was stated that you had been observed as defiant, disrespectful, outspoken and inappropriate when interacting with Rick. It was also stated by two interviewees that in one instance they had overheard both you and Rick yelling at one another. One interviewee stated that Rick walked into his office without acknowledging you and it could be interpreted as unfriendly.

All respondents who were asked stated that they did not feel that you, as an employee of GESD, were ever harassed or intimidated.

Upon reviewing these concerns and the responses, the evidence does not support that you have been subject to harassing and intimidating behavior such that your work conditions are intolerable. The administration disagrees with your conclusion that your work environment is such that you must resign.

Please contact me if you need information regarding transferring pursuant to the District's voluntary transfer policy or applying for any open position for which you are qualified.

Respectfully,
Barbara Goodwin
Barbara Goodwin, Ph.D.
Assistant Superintendent for Human Resources

Empowering students for success in meeting the choices and challenges of today and tomorrow.

Kimberly Fisher
I Disagree with Findings

4/17/13

RECEIVED

Exhibit 15

EEOC FORM 131 (11/09)

U.S. Equal Employment Opportunity Commission

Attn: Joe Quintana Superintendent GLENDALE ELEMENTARY SCHOOL DISTRICT NO 40 7301 North 58th Avenue Glendale, AZ 85310	PERSON FILING CHARGE
	Kimberly K. Fisher THIS PERSON (check one or both) <input checked="" type="checkbox"/> Claims To Be Aggrieved <input type="checkbox"/> Is Filing on Behalf of Other(s)
	EEOC CHARGE NO. 640-2012-03195

NOTICE OF CHARGE OF DISCRIMINATION

(See the enclosed for additional information)

This is notice that a charge of employment discrimination has been filed against your organization under:

- ☒ Title VII of the Civil Rights Act (Title VII)
 ☐ The Equal Pay Act (EPA)
 ☐ The Americans with Disabilities Act (ADA)
- ☒ The Age Discrimination in Employment Act (ADEA)
 ☐ The Genetic Information Nondiscrimination Act (GINA)

The boxes checked below apply to our handling of this charge:

- ☐ No action is required by you at this time.
- ☐ Please call the EEOC Representative listed below concerning the further handling of this charge.
- ☒ Please provide by **30-NOV-12** a statement of your position on the issues covered by this charge, with copies of any supporting documentation to the EEOC Representative listed below. Your response will be placed in the file and considered as we investigate the charge. A prompt response to this request will make it easier to conclude our investigation.
- ☐ Please respond fully by to the enclosed request for information and send your response to the EEOC Representative listed below. Your response will be placed in the file and considered as we investigate the charge. A prompt response to this request will make it easier to conclude our investigation.
- ☒ EEOC has a Mediation program that gives parties an opportunity to resolve the issues of a charge without extensive investigation or expenditure of resources. If you would like to participate, please say so on the enclosed form and respond by **01-NOV-12** to **Enedina Cruz, ADR Coordinator, at (602) 640-4894**. If you DO NOT wish to try Mediation, you must respond to any request(s) made above by the date(s) specified there.

For further inquiry on this matter, please use the charge number shown above. Your position statement, your response to our request for information, or any inquiry you may have should be directed to:

Lucy V. Orta,
Enforcement Supervisor

EEOC Representative

Telephone (602) 640-5055

Phoenix District Office
 3300 North Central Ave
 Suite 690
 Phoenix, AZ 85012
 Fax: (602) 640-5071

Enclosure(s): ☒ Copy of Charge

CIRCUMSTANCES OF ALLEGED DISCRIMINATION

- ☐ Race ☐ Color ☐ Sex ☐ Religion ☐ National Origin ☐ Age ☐ Disability ☒ Retaliation ☐ Genetic Information ☐ Other

See enclosed copy of charge of discrimination.

Date	Name / Title of Authorized Official	Signature
October 18, 2012	Rayford O. Irvin, District Director	Rayford O. Irvin

GESD1361

EEOC Form 5 (11/09)

CHARGE OF DISCRIMINATION This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.		Charge Presented To: _____ Agency(ies) Charge No(s): _____ <input type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC 540-2012-03195	
Arizona Attorney General's Office, Civil Rights Division and EEOC <i>State or local Agency, if any</i>			
Name (Indicate Mr., Ms., Mrs.) Ms. Kimberly K. Fisher		Home Phone (Incl. Area Code) (602) 620-2359	Date of Birth 10-09-1968
Street Address 2745 W. Villa Rita Dr., Phoenix, AZ 85053			
City, State and ZIP Code			
Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)			
Name GLENDAL ELEMNTARY SCHOOL DISTRICT		No. Employees, Members 500 or More	Phone No. (Include Area Code) (623) 237-4000
Street Address 7301 North 58th Avenue, Glendale, AZ 85310			
City, State and ZIP Code			
Name		No. Employees, Members	Phone No. (Include Area Code)
Street Address City, State and ZIP Code			
DISCRIMINATION BASED ON (Check appropriate box(es).) <input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN <input checked="" type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input type="checkbox"/> DISABILITY <input type="checkbox"/> GENETIC INFORMATION <input type="checkbox"/> OTHER (Specify)		DATE(S) DISCRIMINATION TOOK PLACE Earliest _____ Latest 09-05-2012 <input type="checkbox"/> CONTINUING ACTION	
THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)): <p>I work for the company as an Administrative Assistant. I complained on behalf of two employees based on age and gender discrimination in or around November, 2011. I was retaliated against by not being considered for a position I applied for. I applied for the position of Coordinator for Classified in or around April 2012 for which I was qualified. Shortly after my supervisor had provided an opportunity to work on the wellness program. The opportunity was removed without justification. I informed my supervisor that I was going to complain to the EEOC due to the negatively impacting actions. As a result, I was further retaliated against by being subjected to an investigation; for which I was not told the allegations against me.</p> <p>I believe I was retaliated against in violation of Title VII of the Civil Rights Act and 1964, as amended and the Age Discrimination in Employment Act of 1967, as amended.</p>			
I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.		NOTARY - When necessary for State and Local Agency Requirements	
I declare under penalty of perjury that the above is true and correct.		I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief. SIGNATURE OF COMPLAINANT	
10/11/12 _____ Date Charging Party Signature		SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (month, day, year)	

GESD1362

EEOC Form 161 (11/09)

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

DISMISSAL AND NOTICE OF RIGHTS

To: **Kimberly K. Fisher**
2745 W. Villa Rita Dr.
Phoenix, AZ 85053

From: **Phoenix District Office**
3300 North Central Ave
Suite 690
Phoenix, AZ 85012



On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.

EEOC Representative

Telephone No.

540-2012-03195

Lucy V. Orta,
Enforcement Supervisor

(602) 640-5055**THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:**

The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.



Your allegations did not involve a disability as defined by the Americans With Disabilities Act.



The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.



Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge



The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.



The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.



Other (briefly state)

- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit **must be filed WITHIN 90 DAYS of your receipt of this notice**; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

On behalf of the Commission

Rayford O. Irvin

Rayford O. Irvin,
District Director

DEC 12 2012

(Date Mailed)

Enclosures(s)


cc:

Jennifer N. MacLennan
GUST ROSENFELD
One E. Washington, Ste. 1600
Phoenix, AZ 85004-2553

FISHER00121

Exhibit 16

EEOC Form 5 (11/09)

CHARGE OF DISCRIMINATION <small>This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.</small>		Charge Presented To: Agency(ies) Charge No(s): <input type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC 540-2013-01627	
Arizona Attorney General's Office, Civil Rights Division and EEOC <small>State or local Agency, if any</small>			
Name (indicate Mr., Ms., Mrs.) Ms. Kimberly K. Fisher		Home Phone (incl. Area Code) (602) 620-2359 Date of Birth 10-09-1968	
Street Address 2745 W. Villa Rita Dr., Phoenix, AZ 85053			
Named Is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)			
Name GLENDALE ELEMENTARY SCHOOL DISTRICT		No. Employees, Members 500 or More Phone No. (include Area Code) (623) 842-8100	
Street Address 7301 N. 58th Ave., Glendale, AZ 85301			
Name		No. Employees, Members Phone No. (include Area Code)	
Street Address City, State and ZIP Code			
DISCRIMINATION BASED ON (Check appropriate box(es).) <input checked="" type="checkbox"/> RACE <input checked="" type="checkbox"/> COLOR <input type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input checked="" type="checkbox"/> NATIONAL ORIGIN <input checked="" type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input type="checkbox"/> DISABILITY <input type="checkbox"/> GENETIC INFORMATION <input type="checkbox"/> OTHER (Specify)		DATE(S) DISCRIMINATION TOOK PLACE Earliest Latest 01-01-2012 02-21-2013 <input type="checkbox"/> CONTINUING ACTION	
THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)). I was hired by the Respondent in or around January 2011 as an administrative assistant for Business Services. I have performed all of the essential functions of my job satisfactorily. I filed a previous EEOC claim in 2012. Subsequent to filing my previous EEOC claim, additional actions were taken against me and were partly included in the first claim. The day after receipt of the right to sue notice I was offered to have any discipline against me regarding the investigation during the first EEOC go away if I would drop my claim. I refused the offer and was reluctantly given a letter of reprimand by my supervisor as he was leaving the organization. I was additionally denied the remainder of the appeal process as stated in the beginning of the investigation following my first filing. At that time I received information from the EEOC first claim, information that I was on a list of individuals to get rid of, and information that the recruitment denial from the first EEOC was due to my being "not Hispanic enough" rather than because of my defending employees being discriminated against. <div style="text-align: center;">***Continued below***</div>			
I want this charge filed with both the EEOC and the State or local Agency. If any, I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures. I declare under penalty of perjury that the above is true and correct.		NOTARY - When necessary for State and Local Agency Requirements I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief. SIGNATURE OF COMPLAINANT SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (month, day, year)	
Date Sep 10, 2013		Charging Party Signature 	

GESD002

EEOC Form 5 (1/109)

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To:

Agency(ies) Charge No(s):

☐ FEPA☒ EEOC**540-2013-01627****Arizona Attorney General's Office, Civil Rights Division**

and EEOC

State or local Agency, if any

THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):

I submitted a public records request for the HR Coordinator recruitment to file suit on the first claim. Due to false information that had been provided by the employer this was what was needed to resolve the initial issue (this still has not been honored). Once my supervisor left, administration brought in a temporary for his position and I attempted to work with him to make the transition time smooth but additional actions were taken against me. Upon returning after the winter break, all Business Services work was removed from my desk, my new interim supervisor first verbally assaulted me then refused to communicate with me in any form, and other actions were taken to make it difficult to come to work. After seeking advice from Human Resources and trying to resolve issues, I submitted a three week notice of intent to resign due to constructive discharge to give administration the opportunity to resolve issues. Once this was submitted the problems increased exponentially. The district hired a temporary employee and put her in another office to complete my duties and kept me on display with only the minimal work I could get from Risk Management or find to do. On many occasions I attempted to continue to do my job to no avail and was kept on display as a message to others who would consider future EEOC filings. The day before my final work day HR finally met with me and simply stated they disagreed that the conditions were impossible. I responded in writing that I was being forced to resign by constructive discharge. Due to the working conditions I felt I had no choice but to discontinue my employment with the Respondent and file this claim to resolve all the discriminatory actions:

Race

Age

Retaliation

Denial of due process

Constructive Discharge

I believe I have been discriminated and retaliated against in violation of Title VII of the Civil Rights Act of 1964, as amended.

I have provided significant evidence and recordings for consideration not attached here.

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the above is true and correct.

Sep 10, 2013

Date

Charging Party Signature

NOTARY - When necessary for State and Local Agency Requirements

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(month, day, year)

GESD003

EEOC Form 161 (11/09)

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

DISMISSAL AND NOTICE OF RIGHTS

To: **Kimberly K. Fisher**
2745 W. Villa Rita Dr.
Phoenix, AZ 85053

From: **Phoenix District Office**
3300 North Central Ave
Suite 690
Phoenix, AZ 85012



On behalf of person(s) aggrieved whose identity is
 CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.

EEOC Representative

Telephone No.

540-2013-01627

Lucy V. Orta,
Enforcement Supervisor

(602) 640-5055

THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:



The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.



Your allegations did not involve a disability as defined by the Americans With Disabilities Act.



The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.



Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge



The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.



The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.



Other (briefly state)

- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit **must be filed WITHIN 90 DAYS of your receipt of this notice**; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

On behalf of the Commission

Rayford O. Irvin

Rayford O. Irvin,
District Director

JUN 3 0 2014

(Date Mailed)

Enclosures(s)

cc: **GLENDAL ELEMNTARY SCHOOL DISTRICT**
c/o Jennifer McLennan
Gust Rosenfeld, PLC
One E Washington St., Ste 1600
Phoenix, AZ 85004

FISHER00133

Exhibit 17

A-0250 © AC

NON - DISCRIMINATION / EQUAL OPPORTUNITY

The Board is committed to a policy of nondiscrimination in relation to race, color, religion, sex, age, national origin, and disability. This policy will prevail in all matters concerning staff members, students, the public, educational programs and services, and individuals with whom the Board does business.

Adopted: date of manual adoption

LEGAL REF.: A.R.S. 23-341

41-1463

20 U.S.C. 1400, Individuals with Disabilities Education Act

20 U.S.C. 1681, Education Amendments of 1972, Title IX

20 U.S.C. 1703, Equal Employment Opportunity Act of 1972

29 U.S.C. 794, Rehabilitation Act of 1973, Section 504

42 U.S.C. 2000, Civil Rights Act of 1964, Titles VI and VII

42 U.S.C. 12101 et seq., Americans with Disabilities Act

Arizona Constitution, Ordinance Art. XX, Par. Seventh

CROSS REF.: ACA - Sexual Harassment

CROSS REF.: ACA - Sexual Harassment

GBA - Equal Employment Opportunity

IHBA - Special Instructional Programs and
Accommodations for Disabled Students

JB - Equal Educational Opportunities

KED - Public Concerns/Complaints about Facilities or
Services

A-0261 © AC-R

REGULATION

REGULATION

NONDISCRIMINATION / EQUAL OPPORTUNITY**Compliance Officer**

The Superintendent shall be the compliance officer. Any person who feels unlawfully discriminated against or to have been the victim of unlawful discrimination by an agent or employee of the District or who knows of such discrimination against another person should file a complaint with the Superintendent. If the Superintendent is the one alleged to have unlawfully discriminated, the complaint shall be filed with the President of the Board.

Complaint Procedure

The District is committed to investigating each complaint and to taking appropriate action on all confirmed violations of policy. The Superintendent shall investigate and document complaints filed pursuant to this regulation as soon as reasonable. In investigating the complaint, the Superintendent will maintain confidentiality to the extent reasonably possible. The Superintendent shall also investigate incidents of policy violation that are raised by the Governing Board, even though no complaint has been made.

If after the initial investigation the Superintendent has reason to believe that a violation of policy has occurred, the Superintendent shall determine whether or not to hold an administrative hearing and/or to recommend bringing the matter before the Board.

If the person alleged to have violated policy is a teacher or an administrator, the due process provisions of the District's Policy GCQF shall apply, except that the supervising administrator may be assigned to conduct the hearing. In cases of serious misconduct, dismissal or suspension proceedings in accordance with A.R.S. 15-539 et seq. may be initiated.

If the person alleged to have violated policy is a support staff employee, the Superintendent may follow due process and impose discipline under Policy GDQD if the evidence so warrants. The Superintendent also may recommend a suspension without pay, recommend dismissal, or impose other appropriate discipline.

If the person alleged to have violated policy is a student, the Superintendent may impose discipline in accordance with policies JK and JKD.

If the Superintendent's investigation reveals no reasonable cause to believe policy has been violated, the Superintendent shall so inform the complaining party in writing.

A-0281 © AC-E

EXHIBIT EXHIBIT

NONDISCRIMINATION / EQUAL OPPORTUNITY**COMPLAINT FORM**

(To be filed with the compliance officer as provided in AC-R)

Please print:

Name _____ Date _____

Address _____

Telephone _____ Another phone where you can be reached _____

During the hours of _____

I wish to complain against:

Name of person, school (department), program, or activity _____

Address _____

Specify your complaint by stating the problem as you see it. Describe the incident, the participants, the background to the incident, and any attempts you have made to solve the problem. Be sure to note relevant dates, times, and places.

Date of the action against which you are complaining _____

If there is anyone who could provide more information regarding this, please list name(s), address(es), and telephone number(s).

Name Address Telephone Number

The projected solution

Indicate what you think can and should be done to solve the problem. Be as specific as possible.

I certify that this information is correct to the best of my knowledge.

Signature of Complainant

The compliance officer, as designated in AC-R, shall give one (1) copy to the complainant and shall retain one (1) copy for the file.

Exhibit 18

G-0200 © GBA**EQUAL EMPLOYMENT OPPORTUNITY**

Discrimination against an otherwise qualified individual with a disability or any individual by reason of race, color, religion, sex, age, or national origin is prohibited. Efforts will be made in recruitment and employment to ensure equal opportunity in employment for all qualified persons.

Adopted: date of manual adoption

LEGAL REF.: A.R.S. 13-904

41-1461

41-1463

41-1465

CROSS REF.: AC - Nondiscrimination

ACA - Sexual Harassment

IHBA - Special Instructional Programs and
Accommodations for Disabled Students

JB - Equal Educational Opportunities

KED - Public Concerns/Complaints about Facilities or
Services

G-0211 © GBA-R

REGULATION REGULATION

EQUAL EMPLOYMENT OPPORTUNITY**Compliance Officer**

The Superintendent shall be the compliance officer. Any person who feels unlawfully discriminated against or to have been the victim of unlawful discrimination by an agent or employee of the District or who knows of such discrimination against another person should file a complaint with the Superintendent. If the Superintendent is the one alleged to have unlawfully discriminated, the complaint shall be filed with the President of the Board.

Complaint Procedure

The District is committed to investigating each complaint and to taking appropriate action on all confirmed violations of policy. The Superintendent shall investigate and document complaints filed pursuant to this regulation as soon as reasonable. In investigating the complaint, the Superintendent will maintain confidentiality to the extent reasonably possible. The Superintendent shall also investigate incidents of policy violation that are raised by the Governing Board, even though no complaint has been made.

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If the person alleged to have violated policy is a teacher or an administrator, the due process provisions of the District's Policy GCQF shall apply, except that the supervising administrator may be assigned to conduct the hearing. In cases of serious misconduct, dismissal or suspension proceedings in accordance with A.R.S. 15-539 *et seq.* may be initiated.

If the person alleged to have violated policy is a support staff employee, the Superintendent may follow due process and impose discipline under Policy GDQD if the evidence so warrants. The Superintendent also may recommend a suspension without pay, recommend dismissal, or impose other appropriate discipline.

If the person alleged to have violated policy is a student, the Superintendent may impose discipline in accordance with policies JK and JKD.

If the Superintendent's investigation reveals no reasonable cause to believe policy has been violated, the Superintendent shall so inform the complaining party in writing.

G-0231 © GBA-E

EXHIBIT EXHIBIT

EQUAL EMPLOYMENT OPPORTUNITY**COMPLAINT FORM**

(To be filed with the compliance officer as provided in GBA-R)

Please print:

Name _____ Date _____

Address _____

Telephone _____ Another phone where you can be reached _____

During the hours of _____

I wish to complain against:

Name of person, school (department), program, or activity _____

Address _____

Specify your complaint by stating the problem as you see it. Describe the incident, the participants, the background to the incident, and any attempts you have made to solve the problem. Be sure to note relevant dates, times, and places.

Date of the action against which you are complaining _____

If there is anyone who could provide more information regarding this, please list name(s), address(es), and telephone number(s).

Name Address Telephone Number

The projected solution

Indicate what you think can and should be done to solve the problem. Be as specific as possible.

I certify that this information is correct to the best of my knowledge.

Signature of Complainant

The compliance officer, as designated in GBA-R, shall give one (1) copy to the complainant and shall retain one (1) copy for the file.

Exhibit 19

JOB DESCRIPTION
Glendale Elementary School District

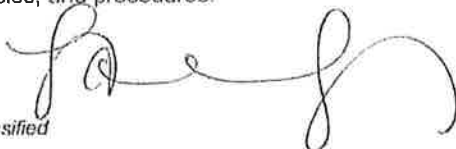
COORDINATOR FOR CLASSIFIED

Purpose Statement

The job of Coordinator for Classified was established for the purpose/s of developing, planning, organizing, controlling, directing, and assessing the classified personnel functions of the District including recruiting, testing classified personnel, position control, classification studies, salary and employee relations.

Essential Functions

- Assists in planning, organizing, and developing programs (e.g. professional growth activities, classification studies, fingerprint process, etc.) for the purpose of ensuring compliance with District, state and/or federal requirements and meeting the educational objectives of the District.
- Composes documents (e.g. correspondence, agendas, minutes, bulletins, reports, etc.) for the purpose of communicating information to school and district personnel, the public, state officials, etc.
- Conducts special studies and surveys for the purpose of creating reports on personnel-related issues, classifications, and salary schedules.
- Coordinates internal transfers, assignments, and re-assignments for the purpose of appropriate placement of employees.
- Develops and administers written performance tests and interview questions for the purpose of identifying qualified candidates.
- Directs the recruitment and selection process for District classified personnel for the purpose of ensuring the development, implementation, and production of job announcements, testing activities, applicant paper screenings, interviews, reference checks, and other selection processes.
- Evaluates employment transcripts and/or credentials for the purpose of assessing applicant eligibility and salary placement.
- Informs personnel regarding a variety of procedures and program requirements for the purpose of providing necessary information for making decisions, taking appropriate action, and/or complying with established fiscal guidelines.
- Maintains a variety of employment files (applicants, seniority, eligibility lists, test scores, etc.) and records, compiles pertinent employee information (e.g. salary, eligibility, etc.) for the purpose of ensuring accuracy of employees' compensation, maintaining eligibility for position, and complying with all federal/state/district regulations.
- Maintains positive employee relations for the purpose of providing support to District administrators in methods to evaluate, discipline, and counsel employees; additionally, assists and counsels employees with problems and discipline issues.
- Mediates personnel conflicts for the purpose of resolving issues to minimize negative work environment and maximize employee productivity.
- Participates in meetings, workshops, and seminars as assigned for the purpose of conveying and/or gathering information required to perform functions.
- Prepares and updates job descriptions of all classified employees for the purpose of having appropriate job descriptions for each job to meet federal laws.
- Prepares various reports and related documents (e.g. agenda items, change of status, leave of absence, recruitment, conference schedules, etc.) for the purpose of providing documentation and information to others.
- Provides guidance to administrators and supervisors on addressing difficult or sensitive H.R. matters for the purpose of meeting District requirements, policies, and procedures.

Signature: 

date: 5/30/12

- Seeks opportunities to find highly qualified candidates for the purpose of staffing the District with employees well suited for their position.

Job Requirements: Minimum Qualifications

Skills, Knowledge and Abilities

SKILLS are required to perform multiple, highly complex, technical tasks with a need to periodically upgrade skills in order to meet changing job conditions. Specific skill-based competencies required to satisfactorily perform the functions of the job include: operating standard office equipment; performing standard bookkeeping; planning and managing projects; preparing and maintaining accurate records; using pertinent software applications; running data queries; writing District Standard Operating Procedures.

KNOWLEDGE is required to perform algebra and/or geometry; read technical information, compose a variety of documents, and/or facilitate group discussions; and analyze situations to define issues and draw conclusions. Specific knowledge-based competencies required to satisfactorily perform the functions of the job include: knowledge of district policies and employee handbook; concepts of grammar and punctuation; business telephone etiquette; common office machines.

ABILITY is required to schedule a significant number of activities, meetings, and/or events; often gather, collate, and/or classify data; and use job-related equipment. Flexibility is required to independently work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and operate equipment using a variety of standardized methods. Ability is also required to work with a significant diversity of individuals and/or groups; work with data of widely varied types and/or purposes; and utilize specific, job-related equipment. Problem solving is required to analyze issues and create action plans. Problem solving with data requires analysis based on organizational objectives; and problem solving with equipment is limited. Specific ability-based competencies required to satisfactorily perform the functions of the job include: adapting to changing work priorities; being attentive to detail; displaying tact and courtesy; establishing and maintaining effective working relationships; maintaining confidentiality; meeting deadlines and schedules; setting priorities; working as part of a team; working with constant interruptions; working with detailed information/data.

Responsibility

Responsibilities include: working independently under broad organizational guidelines to achieve unit objectives; managing a department; and tracking budget expenditures. Utilization of resources from other work units is often required to perform the job's functions. There is a continual opportunity to impact the Organization's services.

Working Environment

The usual and customary methods of performing the job's functions require the following physical demands: occasional lifting, carrying, pushing, and/or pulling; some stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally the job requires 34% sitting, 33% walking, and 33% standing. This job is performed in a generally clean and healthy environment.

Experience Job related experience within specialized field is required.

Education Bachelors degree in job related area.

Equivalency None Specified

Required Testing

None Specified

Continuing Educ. / Training

None Specified

Certificates & Licenses

None Specified

Clearances

Measles/Rubella Immunity/Vaccination
Criminal Justice/Fingerprint Clearance
TB Clearance
Valid form I-9

FLSA Status

Exempt

Approval Date

Salary Grade

Exempt 20

Exhibit 20

Copy B To Be Filed With Employee's FEDERAL Tax Return				41-1628061 OMB No. 1545-0008	
a Employee's soc sec no		1 Wages, tips, other comp. 5805.82	2 Federal income tax withheld 446.46		
b Employer ID number 86-6000498		3 Social security wages 6319.10	4 Social security tax withheld 391.78		
		5 Medicare wages and tips 6319.10	6 Medicare tax withheld 91.62		
c Employer's name, address, and zip code Glendale Elementary School District 40 7301 North 58th Avenue Glendale AZ 85301					
d Control number F172794					
e Employee's name, address, and zip code Kimberly Kay Fisher 2745 W Villa Rita Dr Phoenix AZ 85053					
7 Social security tips		8 Allocated tips			
10 Dependent care benefits		11 Nonqualified plans		12a Code See inst. for box 12 C 6.95	
13 Statutory employee		14 Other 89.40 Minn Life Ins		12b Code DD 607.92	
Retirement plan X				12c Code W 168.00	
Third-party sick pay				12d Code	
AZ 07-02616 4 K		5805.82		201.81	
15 State Empr.'s state I.D. #		16 State wages, tips, etc.		17 State income tax	
18 Local wages, tips, etc.		19 Local income tax		20 Locality name	

Form W-2 Wage and Tax Statement 2013
This information is being furnished to the Internal Revenue Service.

Dept. of the Treasury - IRS

Copy 2 To Be Filed With Employee's State, City, or Local Income Tax Return				41-1628061 OMB No. 1545-0008	
a Employee's soc sec no		1 Wages, tips, other comp. 5805.82	2 Federal income tax withheld 446.46		
b Employer ID number 86-6000498		3 Social security wages 6319.10	4 Social security tax withheld 391.78		
		5 Medicare wages and tips 6319.10	6 Medicare tax withheld 91.62		
c Employer's name, address, and zip code Glendale Elementary School District 40 7301 North 58th Avenue Glendale AZ 85301					
d Control number F172794					
e Employee's name, address, and zip code Kimberly Kay Fisher 2745 W Villa Rita Dr Phoenix AZ 85053					
7 Social security tips		8 Allocated tips			
10 Dependent care benefits		11 Nonqualified plans		12a Code See inst. for box 12 C 6.95	
13 Statutory employee		14 Other 89.40 Minn Life Ins		12b Code DD 607.92	
Retirement plan X				12c Code W 168.00	
Third-party sick pay				12d Code	
AZ 07-02616 4 K		5805.82		201.81	
15 State Empr.'s state I.D. #		16 State wages, tips, etc.		17 State income tax	
18 Local wages, tips, etc.		19 Local income tax		20 Locality name	

Form W-2 Wage and Tax Statement

2013

Dept. of the Treasury - IRS

Copy C For EMPLOYEE'S RECORDS (See Notice to Employee on back of copy B.)				41-1628061 OMB No. 1545-0008	
a Employee's soc sec no		1 Wages, tips, other comp. 5805.82	2 Federal income tax withheld 446.46		
b Employer ID number 86-6000498		3 Social security wages 6319.10	4 Social security tax withheld 391.78		
		5 Medicare wages and tips 6319.10	6 Medicare tax withheld 91.62		
c Employer's name, address, and zip code Glendale Elementary School District 40 7301 North 58th Avenue Glendale AZ 85301					
d Control number F172794					
e Employee's name, address, and zip code Kimberly Kay Fisher 2745 W Villa Rita Dr Phoenix AZ 85053					
7 Social security tips		8 Allocated tips			
10 Dependent care benefits		11 Nonqualified plans		12a Code See inst. for box 12 C 6.95	
13 Statutory employee		14 Other 89.40 Minn Life Ins		12b Code DD 607.92	
Retirement plan X				12c Code W 168.00	
Third-party sick pay				12d Code	
AZ 07-02616 4 K		5805.82		201.81	
15 State Empr.'s state I.D. #		16 State wages, tips, etc.		17 State income tax	
18 Local wages, tips, etc.		19 Local income tax		20 Locality name	

Form W-2 Wage and Tax Statement 2013
This information is being furnished to the IRS. If you are required to file a tax return, a negligence penalty/other sanction may be imposed on you if this income is taxable and you fail to report it.

Dept. of the Treasury - IRS

Copy 2 To Be Filed With Employee's State, City, or Local Income Tax Return				41-1628061 OMB No. 1545-0008	
a Employee's soc sec no		1 Wages, tips, other comp. 5805.82	2 Federal income tax withheld 446.46		
b Employer ID number 86-6000498		3 Social security wages 6319.10	4 Social security tax withheld 391.78		
		5 Medicare wages and tips 6319.10	6 Medicare tax withheld 91.62		
c Employer's name, address, and zip code Glendale Elementary School District 40 7301 North 58th Avenue Glendale AZ 85301					
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e Employee's name, address, and zip code Kimberly Kay Fisher 2745 W Villa Rita Dr Phoenix AZ 85053					
7 Social security tips		8 Allocated tips			
10 Dependent care benefits		11 Nonqualified plans		12a Code See inst. for box 12 C 6.95	
13 Statutory employee		14 Other 89.40 Minn Life Ins		12b Code DD 607.92	
Retirement plan X				12c Code W 168.00	
Third-party sick pay				12d Code	
AZ 07-02616 4 K		5805.82		201.81	
15 State Empr.'s state I.D. #		16 State wages, tips, etc.		17 State income tax	
18 Local wages, tips, etc.		19 Local income tax		20 Locality name	

Form W-2 Wage and Tax Statement

2013

Dept. of the Treasury - IRS

L4BL

5200

FISHER00170

Exhibit 21

JOB DESCRIPTION
Glendale Elementary School District

ADMINISTRATIVE ASSISTANT-BUSINESS SERVICES

Purpose Statement:

The job of Administrative Assistant-Business Services is done for the purpose/s of providing a wide variety of complex and confidential administrative and secretarial support; communicating information on behalf of and acting as a liaison for assigned Administrator to/with school district staff, other school districts, auditors, public agencies, the public, etc.

Essential Functions

- Analyzes and reviews a variety of processes for the purpose of ensuring compliance with established regulations and/or making appropriate assignments.
- Attends meetings (e.g. Insurance Committee, Trust Board, Demographics Committee, Budget Committee, etc.) for the purpose of providing information, recording minutes and/or coordinating the distribution of materials.
- Compiles data from a variety of sources for the purpose of complying with financial, legal and/or administrative requirements.
- Composes a variety of complex documents (e.g. correspondence, agendas, minutes, event programs, bulletins, reports, etc.) for the purpose of communicating information to district personnel, the public, etc.
- Coordinates a variety of programs and/or activities (e.g. legal review of contracts, board items, agreements, meetings, site in-service day activities, workshops, travel and accommodations, conferences, worker's compensation claims, safety incentive programs, etc.) for the purpose of ensuring availability of facilities and/or equipment and delivering services in conformance to established guidelines.
- Evaluates potentially volatile situations (e.g. involving staff, students, parents, the public, etc.) for the purpose of taking appropriate action and/or directing to appropriate personnel for resolution.
- Maintains a wide variety of confidential documents, files and records for the purpose of providing up-to-date reference and audit trail.
- Maintains detailed spreadsheets for the purpose of monitoring various accounts, grant funds and budget analysis.
- Maintains inventories of supplies and materials for the purpose of ensuring items' availability.
- Manages a variety of projects and activities (e.g. planning, scheduling, organizing, etc.) for the purpose of achieving the objectives or regulatory requirements for the Deputy Superintendent for Business Services and Risk Manager.
- Monitors assigned activities and/or program components (e.g. Intergovernmental Agreements, Memos of Understanding, contracts/agreements, workers' compensation, all elections, developer voluntary donations, district's gifts and donation, student injury reporting, etc.) for the purpose of coordinating activities and ensuring compliance with established financial, legal and/or administrative requirements.
- Oversees the planning, scheduling, organization, integration and execution on a variety of projects/deliverables for the purpose of supporting District business objectives and/or regulatory requirements for the Deputy Superintendent for Business Services and Risk Manager.
- Prepares a wide variety of reports, exhibits and correspondence for the purpose of documenting activities, providing written reference and/or conveying information.
- Presents information on administrative procedures, services, regulations, etc. for the purpose of training and orienting other personnel and/or disseminating information to appropriate parties.

Signature: KR

Date: 1/7/11 **GESD169**