

No. 17-56624

**UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

AGNES MORRISSEY-BERRU,

Plaintiff-Appellant,

v.

OUR LADY OF GUADALUPE SCHOOL,

Defendant-Appellee.

On Appeal from the United States District Court
for the Central District of California, Western Division – Los Angeles
D.C. No. 2:16-cv-09353-SVW-AFM
The Honorable Stephen V. Wilson

APPELLANT’S EXCERPTS OF RECORD

Volume 4 of 5

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36	08/21/17	NOTICE TO FILER OF DEFICIENCIES in Electronically Filed Documents RE: Appendix 32, Appendix 34, Appendix 35, Appendix 33, Appendix 31. The following error(s) was/were found: Title page is missing. In response to this notice, the Court may: (1) order an amended or corrected document to be filed; (2) order the document stricken; or (3) take other action as the Court deems appropriate. You need not take any action in response to this notice unless and until the Court directs you to do so. (cr) (Entered: 8/21/2017)	4	519

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34	08/18/17	APPENDIX filed by Defendant Our Lady of Guadalupe School RE: Appendix 32, Appendix 33, Appendix 31 <i>Exhibits 1-14 in support of Motion for Summary Judgment</i> (Kantor, Stephanie)	4	595-672
33	08/18/17	APPENDIX filed by Defendant Our Lady of Guadalupe School RE: Appendix 32, Appendix 31 <i>Exhibits C-G in support of Motion for Summary Judgment</i> (Kantor, Stephanie)	4	673-709
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APPELLANT'S EXCERPTS OF RECORD

No. 17-56624

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Agnes Deirdre Morrissey-Berru

PLAINTIFF(S)

v.

Our Lady of Guadalupe School, et al.,

DEFENDANT(S).

CASE NUMBER:

2:16-cv-09353-SVW-AFM

NOTICE TO FILER OF DEFICIENCIES IN
ELECTRONICALLY FILED DOCUMENTS

PLEASE TAKE NOTICE:

The following problem(s) have been found with your electronically filed document:

08/18/2017

Date Filed

31-35

Doc. No.

Appendix

Title of Doc.

ERRORS WITH DOCUMENT

- ☐ A Certificate of Good Standing is not attached to the pro hac vice application
- ☐ Caption of document is incomplete/incorrect
- ☐ Case is closed
- ☐ Case number is incorrect or missing
- ☐ Document linked incorrectly to the wrong document/docket entry
- ☐ Document submitted in the wrong case
- ☐ Hearing information is missing, incorrect, or not timely
- ☐ Incorrect document is attached to the docket entry
- ☐ Incorrect event selected. Correct event to be used is _____
- ☐ Leave of court required for filing
- ☐ Proposed document was not submitted as separate attachment
- ☒ Title page is missing
- ☐ F.R.Civ.P 15 Amended pleading is untimely
- ☐ Local Rule 7.1-1 No Notice of Interested Parties and/or no copies
- ☐ Local Rule 7-19.1 Notice to other parties of ex parte application lacking
- ☐ Local Rule 11-6 Memorandum/brief exceeds 25 pages
- ☐ Local Rule 11-8 Memorandum/brief exceeding 10 pages shall contain table of contents
- ☐ Local Rule 19-1 Complaint/Petition includes more than 10 Does or fictitiously named parties
- ☐ Local Rule 56-1 Statement of uncontroverted facts and/or proposed judgment lacking
- ☐ Local Rule 56-2 Statement of genuine disputes of material fact lacking
- ☐ Other:

Note: In response to this notice, the Court may: 1) order an amended or corrected document to be filed; 2) order the document stricken; or 3) take other action as the Court deems appropriate. You need not take any action in response to this notice unless and until the Court directs you to do so.

Clerk, U.S. District Court

Dated: 08/21/2017

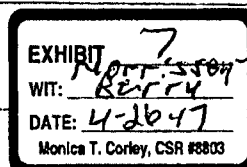
By: Charles A. Rojas 213-894-2719
Deputy Clerk

cc: Assigned District Judge and/or Magistrate Judge

Please refer to the Court's website at www.cacd.uscourts.gov for Local Rules, General Orders, and applicable forms.

unit 2 - Informational
WritingWriting
MaryStar Reading Workshop Feedback TemplateTeacher D. Morrissey Observer S. Kersey Date 1/15/14

Dmin	<p>Mini-Lesson - Organizing for research papers.</p> <p>How do we synthesize all of our notes, papers together to write our essay about Ben Franklin. Get out Social Studies text, notes, planning: research paper form. Put your name/date on the paper. My report will be about _____ and you can fill in the blank with Ben Franklin. Here are the questions I'd like to answer in this report. Students brainstorm ideas for the questions. Writes the questions on the white board. Pulls a few students over to the table to help them 'organize' their materials.</p> <p>ELA workbook: Shows them the workbook page to fill out along with the graphic organizer</p> <p>Talks about a good beginning, a startling statement or a question. Students need some examples of what a good beginning should look like. Small group writes down the 5 questions and they look through</p>
Writing	<p>Read and Confer the text to find the answers. The small group seems to be more about skimming; scanning for information than writing or organizing their ideas.</p> <p>Students at their seats seem to be engaged in other things besides their work.</p> <p>The small group is having a productive session in terms of fact finding, discussing ideas about Ben Franklin.</p>
	<p>Share</p> <p>couldn't stay for the share -</p>
	<p>Classroom Environment and Library</p> <p>Didn't see any evidence of student writing - notebooks, folders, student work, etc</p>
	<p>Additional Feedback</p> <p>Be sure to model for students how to do the teaching point. <u>Show</u> them how to organize their information, not just talk about it.</p>



sk 1/2013

OLG0430

Hi

Yes, it is due Friday. If [redacted] needs more time, he can have it! We are all so rushed and the due date came up so fast because Easter was mid-April.

Yes, May is one of the most difficult months for teachers because everything has to come to a close and papers for the trimester must be recorded.

I have had my Thomas Jefferson papers up on my Writing Wall because the Readers/Writers' workshop, Dr. Kersey, observed me today and I wanted all my writing assignments to stand out.

She just left at 2pm so I can take them down and read them.....

BLAST OUT via email, PLEASE:

The book report due on May 16 has been changed to a "READ & WRITE IN CLASS, therefore there is no written book report required to turn in by May 16....

ALSO: There will be the excel spreadsheet up for parents to sign up for food and paper products, etc. for the 8th Grade Tea. If you would like to join me in serving that day in June, let me know. I will work on the excel spreadsheet later tonight and send it to you to BLAST OUT!

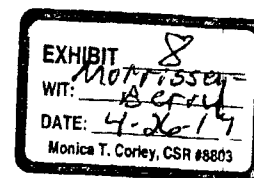
Thanks!

Mrs. Morrissey-Berru

Sorry about the change of plans but the new writing program wants us to do more writing in the classroom, if possible.

Sincerely,
Mrs. Morrissey-Berru

—Original Message—



MORRISSEY-BERRU 94

EXHIBIT 17

Dear Diary,

Dr. Kersey is questioning my ability as a teacher, and professionalism after an observation in which I was written up for not "conferring" with students and their reading. I thought I was teaching it correctly. I was conferring when I walked around and around the room talking to my students.

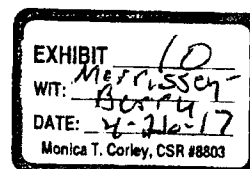
Every week I turn in my lesson plan I am the first one in her basket. I am here on time, never take a day off, check out my absentee record for the last 15 years—unless I was really sick.... s parents love me, there was no problem, master teacher has observed me....preparation is beyond belief..... After being observed by Dr. Kersey for a lesson on "telling a story, re-telling a story was not to her liking...I did not confer with students...in her seminar she said do not worry about conferring....you don't have to do it all the time, with every student.....why is she asking me now?

In my lesson plan on Monday, (April had read my observation by Dr. Kersey). April wrote the strangest thing: "how is conferring going?" like I do not know what I am doing.

Today, October 17, Dr. Kersey wrote an email to me saying "I did not hear from you regarding your schedule for the next observation and CC'd it to April; so that April would think I was inept. I wrote her back (CC to April) and said "yes I did respond to you and told you I am available from 1115-12:15 and that I was doing "writer's workshop" blah blah blah.

April wrote back and said, "no, do Reader's....I sent another email to Dr. Kersey that I was told to do Readers....

Next April sent me a strange email saying "I never got your reading levels for your students". I was never asked for them. I do not think any other teacher was asked for them, either. I think she was trying to "get me" for not evaluating the students reading levels. I immediately send her my evidence which was a three ring binder filled with all the completed reading tests. The binder was three inches thick of reading assessments.



MORRISSEY-BERRU 91

EXHIBIT 18

Student Writing Lesson Study – 2/21/14

Teacher: Derrdre

Lesson: Opinion + Why.

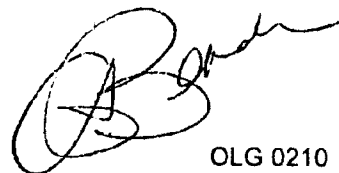
1. As you review the student writing, what do you see?

Very short expressions of opinions with very little supporting evidence. Very little structure.

2. What does the student writing reveal about how students are making sense of ideas, putting information together, organizing thoughts, reasoning, etc?

The student work seems very lazy. There was very little effort and the essays are short. They technically fulfilled the assignment, but the end products are not in essay form.

3. Where might this work go next to build on and extend the students' thinking? Develop these opinions into full thesis essays. Incorporate evidence to support their opinions.



OLG 0210

Student Writing Lesson Study – 2/21/14Teacher: *Mrs. Morrissey-Berni*Lesson: *State Opinion + why → paragraph (CW/HW)*

1. As you review the student writing, what do you see?

- lots of good ideas
- evidence of student choice (and engagement)

2. What does the student writing reveal about how students are making sense of ideas, putting information together, organizing thoughts, reasoning, etc?

- a need for scaffolding & assistance with the structure of the composition

3. Where might this work go next to build on and extend the students' thinking?

- Brainstorming-expansion
- Scaffolded outline worksheet to force them to fill in the necessary pieces

OLG 0211

Student Writing Lesson Study – 2/21/14

Teacher: Mrs. ~~Moore~~ *Moore*

Lesson: lesson on opinion writing ^{state an opinion and why}
 (classwork + homework) ^{3 reasons + conclusion}
^{supported for use transitional words}

1. As you review the student writing, what do you see?

I see students understand what an ~~opinion~~ ^{opinion} is as they were able to come up with an opinion however they have not yet grasped their examples.

2. What does the student writing reveal about how students are making sense of ideas, putting information together, organizing thoughts, reasoning, etc?

students have an idea of what ~~an~~ good paragraph looks like, but need support in organizing thoughts.

3. Where might this work go next to build on and extend the students' thinking?

I would see this as a beginning draft to start constructing a solid paragraph. To extend, they should come up with quality reasons to support or prove their opinions.

OLG 0212

Student Writing Lesson Study – 2/21/14

Teacher: *DEBORAH MURPHY*

Lesson: *OPENING — STATEMENT & why* *3 Examples*
CONCLUSION
TRANSITIONAL words

1. As you review the student writing, what do you see?

LACK of effort AT HOME.

2. What does the student writing reveal about how students are making sense of ideas, putting information together, organizing thoughts, reasoning, etc?

*SOME UNDERSTANDING OF MATERIAL. Early rough
 Draft - would BE nice TO SEE THE NEXT
 Draft.*

3. Where might this work go next to build on and extend the students' thinking?

*POSSIBLY TYPE, MAY MAKE THE STUDENTS
 MORE ACCOUNTABLE FOR WHAT THEY WRITE.
 CLASS TIME TO WRITE, NO PARENT INTERVENTION.*

OLG 0213

11-17-14

EXHIBIT 19

Archdiocese of Los Angeles
Elementary School Classroom Observation Report

Teacher: Mouring-Bern School: OLGPrincipal: BenderGrade: 5Subject: WritingCity: Marmon BeachSchool Year: 2013-14Date: 3/5/14

*Met w/ Dendie
3/10 1pm*

*I was unable to
complete because
not a writing
workshop lesson*

Innovating	Implementing	Emerging	Not Exhibiting
Adjusts and creates new strategies for unique student needs and situations during the lesson.	Uses strategies at appropriate time, in the appropriate manner.	Attempts to use strategy but uses it incorrectly or at the wrong time.	Strategy was called for but not exhibited.

WCEA (Catholic Identity Factors) Check if observed

☐ Innovating☐ Implementing☐ Emerging☐ Not Exhibiting

- ☒ There is visible evidence of signs, sacramental, traditions of the Roman Catholic Church in the classroom.
- ☐ Curriculum includes Catholic values infused through all subject areas.
- ☒ Integrates Schoolwide Learning Expectations - *Faith, Service*

Observation Comments: _____

Objective to be Observed: *California Standards for the Teaching Profession*

For the following 5 standards, check if observed

Standard 1: Engaging and Supporting All Students in Learning

☐ Innovating☐ Implementing☐ Emerging☐ Not Exhibiting

- ☐ 1.1 Using knowledge of students to engage them in learning
- ☒ 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
- ☒ 1.3 Connecting subject matter to meaningful, real-life contexts
- ☒ 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
- ☐ 1.5 Promoting critical thinking through inquiry, problem solving, and reflection
- ☐ 1.6 Monitoring student learning and adjusting instruction while teaching

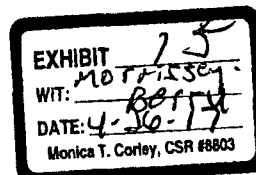
Observation Comments: _____

Standard 2: Creating and Maintaining Effective Environments for Student Learning

☐ Innovating☐ Implementing☐ Emerging☐ Not Exhibiting

- ☐ 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- ☐ 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- ☐ 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- ☐ 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- ☐ 2.5 Developing, communicating, and maintaining high standards for individual and group behavior
- ☐ 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn

Created: 2012-07-03



OLG 0166

☐ 2.7 Using instructional time to optimize learning

Observation Comments: _____

Standard 3: Understanding and Organizing Subject Matter for Student Learning

☐ Innovating ☐ Implementing ☐ Emerging ☐ Not Exhibiting

- ☐ 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- ☐ 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- ☐ 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- ☐ 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- ☐ 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- ☐ 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

Observation Comments: _____

Standard 4: Planning Instruction and Designing Learning Experiences for All Students

☐ Innovating ☐ Implementing ☐ Emerging ☐ Not Exhibiting

- ☐ 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- ☐ 4.2 Establishing and articulating goals for student learning
- ☐ 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
- ☐ 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- ☐ 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

Observation Comments: _____

Standard 5: Assessing Students for Learning

☐ Innovating ☐ Implementing ☐ Emerging ☐ Not Exhibiting

- ☐ 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- ☐ 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- ☐ 5.3 Reviewing data, both individually and with colleagues, to monitor student learning
- ☐ 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- ☐ 5.5 Involving all students in self-assessment, goal setting, and monitoring progress
- ☐ 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
- ☐ 5.7 Using assessment information to share timely and comprehensible feedback with students and their families

Observation Comments: _____

Commendations: _____

Recommendations: _____

Created: 2012-07-03

OLG 0167

15-2

I submit this report in accordance with the schedule and procedures established by the Department of Catholic Schools as described in the *Administrative Handbook*.

Principal Signature: _____

Date: _____

I have read this report and discussed it with the principal. My signature does not necessarily imply agreement this observation report. I understand that I am free to attach to this observation report any written reactions I may have within one week of today's date.

Teacher Signature: _____

Date: _____

**This observation form is used in conjunction with the California Standards for the Teaching Profession

Created: 2012-07-03

OLG 0168

15-3

Student Name _____ Date _____ Class: ELA Morrissey-Berru

WHAT MAKES A GREAT PERSUASIVE ESSAY/LETTER? CHECKLIST

- ❖ A writer must persuade the reader or audience to do something.

- ❖ Start by telling your goal; what you want your audience to do.

- ❖ Support your goal with strong reasons that appeal to your audience,

- ❖ Support your reasons with facts and examples.

- ❖ Answer objections your audience might have.

- ❖ Order your reasons from most important to least important.

- ❖ Use positive, confident language.

- ❖ End by summing up your reasons and repeating your call to action.

5th / 3/5/14

1:15-2:00pm

Scaffolded
for CT -

Red Evidence

Writing
Process

Finished
Product

OLG 0169

15-4

EXHIBIT 20

11/20/14
TI RC

Re: " is Pending- He threw a tantrum that day- Oh but I thot you said you didn't have any problems with him- I don't- I gave him that test after the meeting. What do you want me to do? I can give him the test. If he threw a tantrum, should he have a chance to take the test? Just tell me what you want me to do.

Re: 85 changed to 90- Oh I give 5 points for the essay- its just no on here. I turned to the essay- 4 words and a check mark- You mean you would give him 5 points for this? - Well, you don't want me to? I will change it if you want me to-

Re She did not understand how standards worked- claimed more than vociabulary- stated she just put "something" in the grade book. He did not do what the rest of the class did.

- "Can't I just change the grade - it is only 1 point (69) to a C-. He tried really hard, and I didn't do anything at all to modify-

Me: Oh you didn't adjust per his MAP?

D: No, I don't think you gave me one.

M: Deirdre, you sat in the room with all of the junior high teachers and we went over them.

D: Oh, well it just said don't give him a test with memorization. He did really well.

M: isn't doing really well.

D: Well, he kindof fell apart-

M: Why?

DI don't know- behavior problem or something-

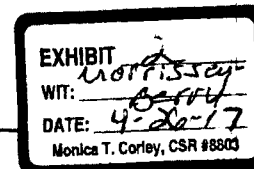
M: OK I will speak with April.

OLG 0200

EXHIBIT 21

348

ER 538

TEACHER EMPLOYMENT AGREEMENT-ELEMENTARY**Non-Exempt****Department of Catholic Schools
Archdiocese of Los Angeles**Name of School: Our Lady of Guadalupe SchoolName of Teacher: Deirdre Morrissey-BerruAcademic Year: 2014-2015

Term. The School ("School") and you (the "Teacher") make this Employment Agreement ("Agreement") for the period shown above (the "Term") for you to serve as a member of our faculty.

Philosophy. The mission of the School is to develop and promote a Catholic School Faith Community within the philosophy of Catholic education as implemented at the School, and the doctrines, laws and norms of the Roman Catholic Church. All your duties and responsibilities as a Teacher shall be performed within this overriding commitment.

Duties. Your position will be that of a Teacher. You shall use your best professional efforts and skills to perform your duties in a diligent, energetic, competent, and ethical manner, consistent with the School's established policies, directives and expected practices. You acknowledge that the School operates within the philosophy of Catholic education and retains the right to employ individuals who demonstrate an ability to teach in accordance with this philosophy. You understand and accept that the values of Christian charity, temperance and tolerance apply to your interactions with your supervisors, colleagues, students, parents, staff and all others with whom you come in contact at or on behalf of the School. In both your professional and private life you are expected to model and promote behavior in conformity to the teaching of the Roman Catholic Church in matters of faith and morals. Your duties shall include careful preparation and planning for each class consistent with School and departmental curriculum; diligent review and evaluation of student work and related communication to students and parents; and, as needed, conferring with students, the administration, and parents regarding each student's progress and development. You also shall attend faculty/staff meetings and conferences, including those prior to and following the School's regular academic year, participate in School activities including School liturgical activities, as requested, and complete other duties as assigned. You agree to maintain the levels of competency in subject matter, teaching methods, classroom management, and student supervision required by the School whether on your own initiative or at the direction of the School. Your duties and job assignment may be revised during the Term to meet the School's needs. In the event the School's operations are extended by reason of fire, disaster, act of God, act of public authority or any other necessity or emergency cause, your service may be suspended for the time period and rescheduled as needed to complete the full School year.

Policies. You shall be familiar with, and comply with the School's personnel policies and procedures as they may be adopted or amended from time-to-time, including policies in the faculty handbook. You should refer to such documents for information relating to your employment, duties and benefits. You shall be familiar with, abide by, and assist and cooperate with School administration in enforcing the School's policies for students and families whether outlined in our handbooks(s), our School policies, or other directives and expected practices (together "Policies"). You acknowledge that a copy of the faculty handbook has been made available to you. You understand and acknowledge that the policies do not constitute a contractual agreement with you.

Page 1 of 6

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Introductory Period. The first six (6) months of your employment as a new teacher at this School are considered your Introductory Period. You may be terminated at any point, with or without notice, with or without reason, during the Introductory Period. The Principal shall complete a performance appraisal at the end of your Introductory Period. Upon satisfactory completion of the Introductory Period, your employment will be continued through the Term of this Agreement except as noted under "Termination."

Termination. Your employment, and this Agreement, may be terminated during the Term without payment of salary or benefits beyond such date of termination, for any of the following reason:

- I. The School may terminate for "cause," without any prior notice. Such "cause" shall be determined by the School within its reasonable judgment and shall include but not be limited to:
 - a) Failure to meet any of your duties as described in Paragraphs 3 and 4 above.
 - b) Inappropriate physical or social contact with students during school or otherwise.
 - c) Unprofessional or unethical conduct, insubordination, unauthorized disclosure of confidential information, or habitual or unreasonable tardiness or absence from duties.
 - d) Any criminal, immoral or unethical conduct that brings discredit upon the School or the Roman Catholic Church.
 - e) Unauthorized possession, sale or working under the influence of controlled substances (except prescription medications taken as prescribed), intoxicants, or alcohol.
 - f) Threatening or causing bodily harm to others or other coercive and or intimidating acts, or any verbal or physical harassment.
 - g) Having a diploma, credential, permit, license or certificate denied, revoked or suspended.
 - h) Falsification of documents, false or misleading information on an application, resume, personnel record, professional or character reference, academic transcript, degree, or credential.
 - i) Any other breach of the terms of this Agreement
- II. Either you or the School may terminate this Agreement without cause, for any reason within the sole discretion of the terminating party, upon 30 calendar days' prior written notice to the other party in a manner that is consistent with applicable law and on a time frame that is mutually agreeable to you and the Principal. However you may not terminate employment under this Agreement if the termination is effective during the 30 days immediately prior to the beginning of the school year except by mutual agreement with the Principal. You acknowledge that a breach by you of this provision is a grave ethical violation, may harm the educational program for the students and may cause expenses and damages to the School.
- III. The School may terminate your employment if you are unable to perform the essential functions of your position and reasonable accommodation is not available or required under applicable laws.

The School's failure to invoke its right of termination on one occasion for the occurrence of a matter constituting a basis for discharge shall not affect the right of the School to invoke discharge when the same or a different basis for termination arises at a later date.

Renewal. Future employment will be determined on a year-to-year basis. You agree to give written notice to the School, on or before April 1, 2015, stating whether or not you wish to renew the Agreement. The School will give you written notice, on or before May 15, 2015, stating whether or not it intends to renew the Agreement for the following year or enter into any other type of employment relationship. In the absence of a notice by either party, this Agreement will lapse under its own terms. The Principal alone, with the approval of the Pastor, has the final and sole authority with respect to offering agreements. This Agreement is contingent upon sufficient School enrollment and the School's financial condition. If the enrollment or the School's financial condition does not justify the staffing, the Principal has discretionary power to make decisions regarding personnel reduction including but not limited to, modification or cancellation of this Agreement. If the School closes for any reason, this Agreement will be considered terminated on the date of the closure. If this Agreement is cancelled due to lack of enrollment or the School's financial condition or is terminated because of School closure, you will be paid through the date of cancellation or closure; no further payments will be due to you. You understand that tenure is not granted by Archdiocesan Schools and upon expiration or termination of the Agreement for any reason you shall have no right to employment or preferential treatment regarding employment at any other Archdiocesan School. There is no implied duty by you or the School to renew this Agreement, and no cause whatsoever is required by either party for non-renewal. Any other arrangement with respect to renewal, extension or duration of employment is valid only if in writing, executed by you and the Principal, with the approval of the Pastor.

Severability. If, for any reason, any one or more of the provisions of this Agreement shall be held or deemed to be legally invalid or unenforceable, that shall not have any effect on any of the other provisions of this Agreement, all of which shall remain in full force and effect.

Entire Agreement. This Agreement contains the complete and entire agreement between you and the School, and supersedes all prior offers, agreements, commitments, understandings, whether oral or written. No changes to this Agreement may be made except by a document signed by you and the Principal, with approval of the Pastor.

Applicable Law. This Agreement is entered into under, and governed by, the laws of the State of California.

Dispute Resolution and Grievances. You and the School agree to attempt to resolve any disputes in good faith. Any unresolved disputes between you and the School arising out of or in any way related to your employment or termination, shall be subject to the Grievance Procedures promulgated by the Archdiocesan Department of Catholic Schools and no legal actions may be taken until all procedures have been fully discharged. This clause is intended to provide a speedy, economical and exclusive forum for resolving claims; its existence shall not imply any limitations upon the School's right to manage its affairs or terminate any employment.

Condition Precedent. You understand and agree that condition precedents of this Agreement are the receipt of the Criminal Record Summary report from the California Department of Justice and the Federal Bureau of Investigation, the completion of the I-9 Form from the Immigration and Naturalization Service, and the completion of the other relevant health and document requirements of the School.

School Day and Work Schedule**Full Time Teacher**

As a full time teacher, you understand that your duties consist of work during the regular class day which includes instructional and non-instructional time, other assigned school responsibilities, and preparation and assessment activities outside the classroom. The School's regular instructional time is from _____ a.m. to _____ p.m. You will be informed of required non-instructional duties according to schedules provided to you by the principal. The Academic Year consists of _____ class days, _____ paid holidays, and _____ hours worked.

The School understands that you may need to devote a reasonable amount of time to other school responsibilities and in preparation and assessment activities at hours not during the regular class day ("Additional Hours Worked"). The School will compensate you for the Additional Hours Worked if they exceed 8 in a day or 40 in a week. You hereby agree to comply with all the School's policies and procedures for permission to work beyond 8 hours in any day or 40 hours in any week.

Part Time Teacher

As a part-time teacher, you understand that your hours of work will be provided to you as scheduled. ("Regular Days Worked").

The School understands that you may need to devote a reasonable amount of time to other school responsibilities and in preparation and assessment activities at hours not during the regular class day ("Additional Hours Worked"). The School will compensate you for the Additional Hours Worked up to _____ hours in a day and _____ hours worked in a week. You hereby agree to comply with all the School's policies and procedures for permission to work beyond _____ hours in any day or _____ hours in any week.

Base Compensation

Total Compensation for Regular Hours Worked (not including compensation for Additional Hours Worked): \$28,000.00 annually (based on _____ 25 total number of Regular Hours Worked in the Term, at the rate of \$ _____ n/a per hour).

Full Time Teacher

Total budgeted (but not guaranteed) compensation for Additional Hours Worked: \$ _____ (actual amount will vary depending on actual hours worked over 8 in a day or 40 in a week).

Part time Teacher

Total budgeted (but not guaranteed) compensation for Additional Hours Worked: \$ _____ 0 (actual amount will vary depending on actual hours worked over _____ 0 in a day _____ 0 or in a week).

Additional Compensation for Designated Responsibility (If Any):

In addition, for this Term only, you will assume the additional assignment(s) listed below. Your hours of work for the additional assignment(s) are as stated on the attached schedule. To compensate you for the additional assignment(s), your compensation for this Term will be increased for this Term only. The School does not guarantee that you will receive this or any other additional assignment(s) at any future time; therefore your total compensation for this Term should not be considered a promise that any future compensation will be for a similar amount.

Note: Calculations and Additional Compensation for Designated Responsibility are based on anticipated time commitment and skills.

<u>Responsibility</u>	<u>Additional Compensation</u>
_____ \$ _____ x _____	\$ _____
_____ \$ _____ x _____	\$ _____
_____ \$ _____ x _____	\$ _____
_____ \$ _____ x _____	\$ _____
Total Additional Compensation:	\$ _____

Payment Schedule

Compensation for all teachers will be distributed on a ☒ semi-monthly ☐ bi-weekly schedule

Date of first payday: 8/30/14
(See payroll schedule)

Date of last payday: 6/30/15

Available Benefits

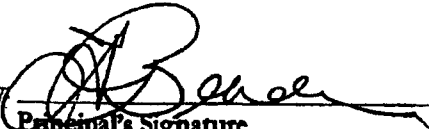
See Archdiocese of Los Angeles Lay Employees Benefit Guide

Sick Days: Number of days per school year (if any): 5

Education and Professional Growth Requirements:

In accordance with the regulations for salary placement and professional growth requirements, you agree that you will complete the following requirements to be eligible to be offered an employment agreement for the next school year.

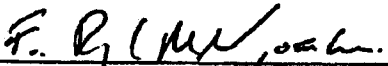
- ☐ Enroll in California Teaching Credential program.
- ☐ Complete at least _____ units towards a California Teaching Credential.
- ☐ California Teaching Credential program must be completed by July 1, 20__ for an Elementary School Faculty Employment Agreement to be offered for the 20__ - 20__ academic year.
- ☐ Other Requirements: assist with Liturgy Planning for school masses

By:  April Beuder 5/19/14
Principal's Signature Print Name Date

I accept a position as Teacher at Gr5 Homem/Rel/SocStudies and Gr6-7 SocStudies at OLG School
on each and all of the terms and conditions set forth in the above Agreement.

By:  A. DEIRDRE MORRISSEY-BERRA
Teacher's Signature Print Name Date

Approval by Pastor required (this Agreement is not binding until executed by Pastor)

By: 
Pastor's Signature Print Name Date

Give copy to teacher and file the original in his/her personnel file.

2-6

EXHIBIT 22

From:
Date: Tue, Apr 14, 2015 at 11:48 AM
Subject: Re: Report Card-Social Studies
To: April Beuder <abeuder@ourladyofguadalupeschool.org>

Ok, thanks for getting the statements.

I honestly do not feel comfortable speaking with Mrs. Morrissey after the way she got SO defensive with me & wouldn't accept my apology, even though I shouldn't have had to apologize for asking a question in the first place.

I do have questions about payment for [redacted]'s field trip. Maybe I can ask Mrs. Ruma instead?

Sent from my iPhone

On Apr 14, 2015, at 6:25 AM, April Beuder <abeuder@ourladyofguadalupeschool.org> wrote:

Thank you for forwarding this email chain, [redacted] I will follow-up with Mrs. Morrissey regarding your feeling "blocked". For now, please feel free to call the office and leave a message for her if you have any questions/concerns. Is there anything on your mind right now (other than the email chain), that I can ask Mrs. Morrissey to call you about?

Thanks again and also, Ms. [redacted] is out sick this week, so she may not respond to your emails right away. We will do our best to get you copies of statements.

April

On Mon, Apr 13, 2015 at 9:38 PM,

Hello Mrs. Beuder,

[redacted] wrote:

I am forwarding to you an email chain between Mrs. Morrissey and myself that occurred just at the close of Trimester 2 this year. I happened to mention it briefly to Dr. Mitchell the other day and she asked me to forward the email to her and has now advised me to speak with you about it. I would really rather not have to come in for a meeting about this, but I have no problem letting you read the emails and answer any questions you may have. Feel free to call me if necessary.

Thanks.

----- Forwarded Message -----

From: Marianne Mitchell <mmitchell956@gmail.com>

To:

Sent: Monday, April 13, 2015 8:39 AM

Subject: Re: Report Card-Social Studies

Hello Mrs. thank you for sending the email to me. I would strongly encourage you to speak with Mrs. Beuder about this email. The only "authority" I have in this situation is to encourage you to communicate with the principal who can address this situation.

Marianne Mitchell

On Sun, Apr 5, 2015 at 10:47 PM,
Hi Dr. Mitchell,

> wrote:

Will you please confirm receipt of my earlier message? I want to be sure I got your email address correct. I called and got it from Adela. Also, will you please provide any update regarding this and advice on how I should proceed with Mrs. Morrissey? I never emailed her after her last email to me.

Thanks, and Happy Easter!

From:

To: "mmitchell956@gmail.com" <mmitchell956@gmail.com>

Sent: Wednesday, April 1, 2015 2:02 PM

Subject: Fw: Report Card-Social Studies

Dr. Mitchell,

Below is the email chain with Mrs. Morrissey that you requested to see. I certainly do not intend to cause any trouble, but yes, I do now feel "blocked" from communicating with her since her last email on March 6th.

Thank you, again, for meeting with me today.

----- Forwarded Message -----

From: Deirdre <deechr1602@aol.com>

To:

Sent: Friday, March 6, 2015 9:51 AM
Subject: Re: Report Card-Social Studies

I did reach out.

For you to imply that I did not do my job is seriously offensive to me and again to make a dig at me for "unfair expectations" is another attempt of yours to attack my character.

From this point on, I will not email you any more because I resent your attacks on me when all I was doing was trying to help

Your so called apologies mean nothing when your next sentence is another dig. I do not appreciate being treated this way.

From this point on, if you need to contact me, please call the office. I will not longer accept your emails.

-----Original Message-----

From:
To: Deirdre <deechr1602@aol.com>
Sent: Fri, Mar 6, 2015 6:45 am
Subject: Re: Report Card-Social Studies

Mrs. Morrissey,

I already apologized. It was not meant as a dig to you. I would have asked any teacher that same question because I am curious to know what is the school policy on this. If I'm am overstepping my bounds than I am sorry. I just thought that when a student's grades are slipping & they may be in danger of failing a class, that the teacher may feel it necessary to reach out. I'm sorry if I had unfair expectations. I just thought the teacher knows when a student is at risk of failing & may want to inform parents if/when there seems to be a problem.

Sent from my iPhone

On Mar 6, 2015, at 6:09 AM, Deirdre <deechr1602@aol.com> wrote:

No it was not a simple question, it was meant as a "dig" to me. I have 70 students and your son is one of them. In the future I will not give you notice if your child fails to turn in an assignment.

-----Original Message-----

From:
To: Deirdre <deechr1602@aol.com>
Sent: Fri, Mar 6, 2015 12:06 am
Subject: Re: Report Card-Social Studies

Mrs. Morrissey,

Please do not take offense as I tried to ask as kindly as possible, offering an apology even before the question. I meant no disrespect. It was a simple question.

Sent from my iPhone

On Mar 5, 2015, at 10:21 PM, Deirdre <deechr1602@aol.com> wrote:

Please do not turn this around and blame me for not notifying you before.

-----Original Message-----

From:

To: Deirdre <deechr1602@aol.com>

Cc: April Beuder <abeuder@ourladyofguadalupeschool.org>

Sent: Thu, Mar 5, 2015 7:06 pm

Subject: Re: Report Card-Social Studies

Okay Mrs. Morrissey, I talked with _____ and read him your email. He has agreed to come track you down during recess and not stop until he finds you. I told him he needs to work out with you when he can get it done, either at recess or immediately after school when he goes to daycare if there's any chance you will still be on campus for a faculty meeting or anything else. I know it's a lot to ask but I appreciate anything you can do to help him get this done tomorrow before grades close.

Please forgive me for asking, but I'm just a little curious. You said the medieval castle diagram was due January 14? That was a month and a half ago. Could this have been brought to our attention a little bit earlier with a few more days to spare before the end of the trimester?

Sent from my iPhone

On Mar 5, 2015, at 6:45 PM, Deirdre <deechr1602@aol.com> wrote:

I know how you feel. _____ used to love social studies in 5th grade and got A's.

-----Original Message-----

From:

To: Deirdre <deechr1602@aol.com>

Sent: Thu, Mar 5, 2015 6:43 pm

Subject: Re: Report Card-Social Studies

Okay, thank you Mrs. Morrissey.
I will let _____ know. I am so sorry to hear this. It is very disappointing.

Sent from my iPhone

On Mar 5, 2015, at 5:37 PM, Deirdre <deechr1602@aol.com> wrote:

Hi.

The Crusader letter was due on 2/24; the Medieval Castle Diagram was due around January 14.

_____ was given the Medieval Castle worksheet with instructions. _____ must come to my classroom tomorrow at recess because it is the only time I am available. I will be in my classroom from 9:45-10:00am.

Sincerely,

Mrs. Morrissey-Berru

-----Original Message-----

From:

To: Deirdre <deechr1602@aol.com>

Sent: Thu, Mar 5, 2015 3:48 pm

Subject: Re: Report Card-
Social Studies

I spoke with _____. He says he has the Crusade letter and will finish it tonight and turn it in tomorrow.

However, he does not seem to know anything about the Explanation of a medieval castle diagram.

Is it possible you passed those out while _____ has been out sick the last two days?

Is it possible for him to complete during class tomorrow?

Thanks for letting me know.
_____ doesn't seem to be all that

concerned about these late assignments. When were they due?

From: Deirdre
<deechr1602@aol.com>
To:
Sent: Thursday, March 5, 2015 1:12 PM
Subject: Re: 's Report Card-Social Studies

Yes, should have the two worksheets that accompanied these assignments. I handed them out to all students.

-----Original Message-----
From

To: Deirdre Morrissey <deechr1602@aol.com>
Sent: Thu, Mar 5, 2015 1:06 pm
Subject: Re Report Card-Social Studies

Does he have everything he needs to finish them?
He's been sick the last two days. If he gets them turned in tomorrow will that count?

Thanks for letting me know. I did not know about these assignments.

Sent from my iPhone

On Mar 5, 2015, at 12:00 PM,
SchoolSpeak - Deirdre Morrissey <admin@schoolspeak.com> wrote:

has not turned in two assignments and has earned 0 credit.
Please have turn in his **Explanation of a medieval castle**
Latin and Greek prefixes and suffixes.

If these assignments are turned in (asap) I can improve his grade w

Sincerely,

Mrs. Morrissey-Berru

*This message was sent through SchoolSpeak by Deirdre Morrissey. Our Lady of Gu
can reply to this email using 'Reply' and 'Reply All'. Reply will go to Deirdre Morrissey*

Our Lady of Guadalupe School
340 Massey Ave, Hermosa Beach, LA 90254 | Phor

To unsubscribe or to change email preferences, [edit your profile](#) or co

--
Mrs. April Beuder
Principal
Our Lady of Guadalupe School
340 Massey Street
Hermosa Beach, CA 90254
310-372-7486

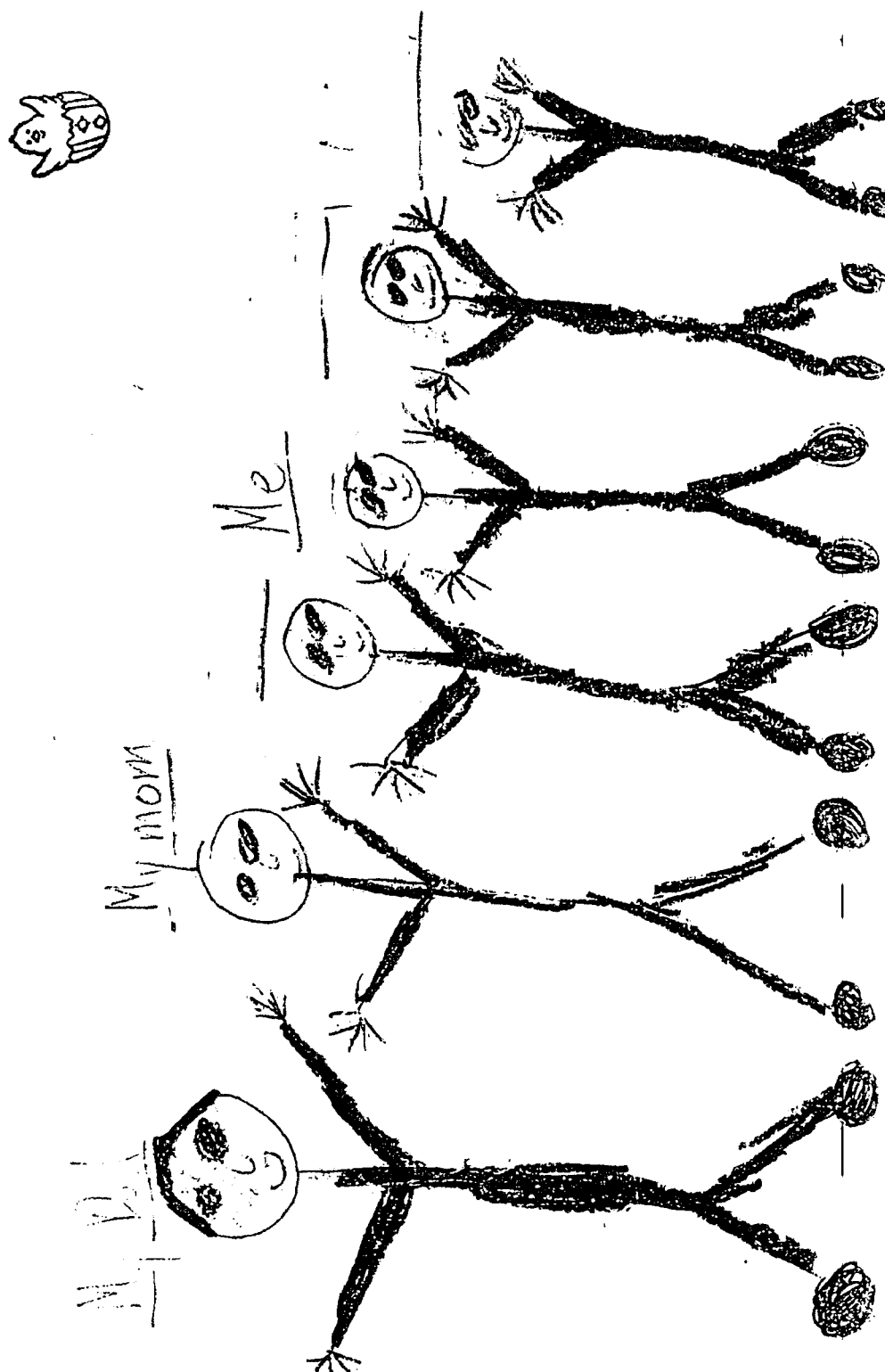
--
Mrs. April Beuder
Principal
Our Lady of Guadalupe School
340 Massey Street
Hermosa Beach, CA 90254
310-372-7486

EXHIBIT 23

My family looks much better in
real life but my mom thinks I
shouldn't be drawing my family in
5th grade.
Spending a lot of time

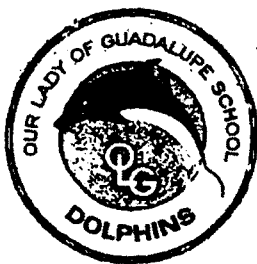
OLG 0221

5th grade
My Family (look on back)



OLG 0220

EXHIBIT 24



Our Lady of Guadalupe School

340 Massey Street

Hermosa Beach, CA 90254

310-372-7486

May 14, 2015

Dear Mrs. Morrissey-Berru,

Thank you for meeting with me yesterday morning. As we discussed, due to budgetary reasons and changes in the educational needs of our students, the part-time position for 5-7th grade social studies/5th religion is being eliminated for 2015-16. Please let me know if you have any further questions.

Thank you,

A handwritten signature in cursive script, appearing to read "Mrs. April Beuder".

Mrs. April Beuder

EXHIBIT 25

Archdiocese of Los Angeles
Elementary School Classroom Observation Report

Teacher: Mrs. Morrissey-Berru
Principal: Mrs. April Beuder
Grade: 5th
Subject: Social Studies

School: Our Lady of Guadalupe School
City: Hermosa Beach
School Year: 2014-15
Date: 11.6.14 T1

Innovating	Implementing	Emerging	Not Exhibiting
Adjusts and creates new strategies for unique student needs and situations during the lesson.	Uses strategies at appropriate time, in the appropriate manner.	Attempts to use strategy but uses it incorrectly or at the wrong time.	Strategy was called for but not exhibited.

WCEA (Catholic Identity Factors) Check if observed

☐ Innovating

☒ Implementing

☐ Emerging

☐ Not Exhibiting

- ☒ There is visible evidence of signs, sacramental, traditions of the Roman Catholic Church in the classroom.
☐ Curriculum includes Catholic values infused through all subject areas.
☐ Integrates Schoolwide Learning Expectations

Observation Comments: _____

Objective to be Observed: *California Standards for the Teaching Profession*
For the following 5 standards, check if observed

Standard 1: ~~Engaging and Supporting All Students in Learning~~

☒ Innovating

☐ Implementing

☐ Emerging

☐ Not Exhibiting

- ☐ 1.1 Using knowledge of students to engage them in learning
☐ 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
☐ 1.3 Connecting subject matter to meaningful, real-life contexts
☒ 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
☐ 1.5 Promoting critical thinking through inquiry, problem solving, and reflection
☐ 1.6 Monitoring student learning and adjusting instruction while teaching

Observation Comments: *about use of technology!*

Standard 2: ~~Creating and Maintaining Effective Environments for Student Learning~~

☐ Innovating

☒ Implementing

☐ Emerging

☐ Not Exhibiting

- ☒ 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully -
☐ 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
☒ 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
☐ 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
☐ 2.5 Developing, communicating, and maintaining high standards for individual and group behavior
☐ 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn

Created: 2012-07-03

OLG 0170

- ☐ 2.7 Using instructional time to optimize learning

Observation Comments: _____

Standard 3: Understanding and Organizing Subject Matter for Student Learning

☒ Innovating ☐ Implementing ☒ Emerging ☐ Not Exhibiting

3.1, 3.4, 3.5

3.6

- ☒ 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- ☐ 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- ☐ 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- ☒ 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- ☒ 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- ☒ 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

Observation Comments: _____

Support for students w/ STAP/MAFS ?

Standard 4: Planning Instruction and Designing Learning Experiences for All Students

☒ Innovating ☐ Implementing ☐ Emerging ☐ Not Exhibiting

- ☐ 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- ☐ 4.2 Establishing and articulating goals for student learning
- ☒ 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
- ☐ 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- ☐ 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

Observation Comments: _____

Standard 5: Assessing Students for Learning

☐ Innovating ☐ Implementing ☐ Emerging ☐ Not Exhibiting

n/a

- ☐ 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- ☐ 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- ☐ 5.3 Reviewing data, both individually and with colleagues, to monitor student learning
- ☐ 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- ☐ 5.5 Involving all students in self-assessment, goal setting, and monitoring progress
- ☐ 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
- ☐ 5.7 Using assessment information to share timely and comprehensible feedback with students and their families

Observation Comments: Mrs. Morrissey-Berru designed a social studies lesson on the Mayflower Compact with a "close" reading activity and worksheet with text-dependent questions.

Commendations: Mrs. Morrissey-Berru did an excellent job incorporating technology into her lesson. She was well-prepared with all materials and knowledgeable regarding the subject.

Recommendations: Differentiate assignments and assessments?

I submit this report in accordance with the schedule and procedures established by the Department of Catholic Schools as described in the *Administrative Handbook*.

Principal Signature: _____

Date: _____

I have read this report and discussed it with the principal. My signature does not necessarily imply agreement this observation report. I understand that I am free to attach to this observation report any written reactions I may have within one week of today's date.

Teacher Signature: _____

Date: _____

**This observation form is used in conjunction with the California Standards for the Teaching Profession

EXHIBIT 26

372

ER 562

Sign In



Archdiocese of Los Angeles Administrative HANDBOOK

ADLA Administrative Handbook > Chapter 4 - Catholic Identity and Religious Ed > 4.3
- Religious Education in Schools > **4.3.2 - Catholic School Communities**

[Print this topic](#)

Catholic schools are communities of faith and faith formation. They are committed to developing faith-filled, morally aware, and academically strong individuals who are of service to the Church and society.

Catholic schools provide a Catholic education that illuminates academic teaching with Christian principles and prepares students to see Christ in others by the development of their talents. Catholic schools emphasize the importance of faith in the life of the individual and of morality as the life-giving principle that guides students to become self-giving, responsible citizens and leaders.

Jesus Christ gives a transcendent meaning to human existence and this spiritual dimension should inform the intellectual journey of the human person.

With the support of the Department of Catholic Schools, faculty, parents/guardians, alumni, parishioners, consultative boards, and the community, Catholic schools:

- Educate the whole person spiritually, academically, socially, and physically
- Promote the dialogue among faith, reason, and culture
- Build community through the celebration of the Church's liturgical life
- Defend the goodness, dignity, and freedom of each person
- Foster awareness of moral and social concerns
- Develop leaders for the community

Students from all faith traditions, cultures, and economic backgrounds are welcome and invited to collaborate in fulfilling the mission. All those who quest for truth contribute to and enhance the community.

The goals of the religion program in the Catholic school are to provide an environment for students to encounter Jesus Christ, to form students in the Christian faith, and to provide students with the opportunity to learn about and experience the Church's teachings and practices in an academic setting. Since Christian education and formation is carried out in a community, the entire faculty and staff are responsible for carrying out this goal. Members from all school departments form a faith-based community with students, not only in the classroom and in other school activities but also in planning and implementing the school's various religious activities and events. In this area, the religion department and campus minister together with the principal serve as catalysts and provide leadership and support.

Resources

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EXHIBIT 27

Case 2:16-cv-09353-SVW-AFM Document 35 Filed 08/18/17 Page 46 of 75 Page ID #:541

Internal Revenue Service
P. O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: JUL 28 2009

Person to Contact:

Roger Meyer

Toll Free Telephone Number:

877-829-5500

Employer Identification Number:

53-0196617

Group Exemption Number:

0928

United States Conference of Catholic Bishops
3211 4th Street, N.E.
Washington, D.C. 20017-1194

Dear Sir or Madam:

In a ruling dated March 25, 1946, we held that the agencies and instrumentalities and all educational, charitable and religious institutions operated, supervised, or controlled by or in connection with the Roman Catholic Church in the United States, its territories or possessions appearing in *The Official Catholic Directory* 1946, are entitled to exemption from Federal income tax under the provisions of section 101(6) of the Internal Revenue Code of 1939, which corresponds to section 501(c)(3) of the 1986 Code. This ruling has been updated annually to cover the organizations added to or deleted from the Directory.

The Official Catholic Directory for 2009 shows the names and addresses of all agencies and instrumentalities and all educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories and possessions in existence at the time the Directory was published. It is understood that each of these is a non-profit organization, that no part of the net earnings thereof inures to the benefit of any individual, that no substantial part of their activities is for promotion of legislation, and that none are private foundations under section 509(a) of the Code.

Based on all information submitted, we conclude that the agencies and instrumentalities and educational, charitable, and religious institutions operated, supervised, or controlled by or in connection with the Roman Catholic Church in the United States, its territories or possessions appearing in *The Official Catholic Directory* for 2009 are exempt from Federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to the agencies, instrumentalities and institutions referred to above, as provided by section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to them or for their use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Beginning January 1, 1984, unless specifically excepted, you and your subordinates must pay tax under the Federal Insurance Contributions Act (FICA) for each employee who is paid \$100 or more in a calendar year, as indexed for inflation. You and your subordinates are not liable for the tax under the Federal Unemployment Tax Act (FUTA).


001/004

LAARCHHURREC

03/31/2010 15:42 FAX

The conditions concerning the retention of your group exemption as set forth in our previous determination letter dated August 17, 1983, remain in full force and effect.

Sincerely,



Cindy Westcott
Manager, Exempt Organizations
Determinations

002/004

LAARCPHUMREC

03/31/2010 15:43 FAX

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: May 27, 2016

Person to Contact:

R. Meyer ID# 0110429

Toll Free Telephone Number:

877-829-5500

Employer Identification Number:

53-0196617

Group Exemption Number:

0928

United States Conference of Catholic
Bishops
3211 4th Street, NE
Washington, DC 20017-1194

Dear Sir/Madam:

This responds to your May 23, 2016, request for information regarding the status of your group tax exemption.

Our records indicate that you were issued a determination letter in March 1946, that you are currently exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, and are not a private foundation within the meaning of section 509(a) of the Code because you are described in sections 509(a)(1) and 170(b)(1)(A)(i).

With your request, you provided a copy of the *Official Catholic Directory for 2016*, which includes the names and addresses of the agencies and instrumentalities and the educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories, and possessions that are subordinate organizations under your group tax exemption. Your request indicated that each subordinate organization is a non-profit organization, that no part of the net earnings thereof inures to the benefit of any individual, and that no substantial part of their activities is for promotion of legislation. You have further represented that none of your subordinate organizations is a private foundation under section 509(a), although all subordinates do not all share the same sub-classification under section 509(a). Based on your representations, the subordinate organizations in the *Official Catholic Directory for 2016* are recognized as exempt under section 501(c)(3) of the Code under GEN 0928.

Donors may deduct contributions to you and your subordinate organizations as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to them or for their use are deductible for federal estate and gifts tax purposes if they meet the applicable provisions of section 2055, 2106, and 2522 of the Code.

Subordinate organizations under a group exemption do not receive individual exemption letters. Most subordinate organizations are not separately listed in Publication 78 or the EO Business Master File. Donors may verify that a subordinate organization is included

in your group exemption by consulting the *Official Catholic Directory*, the official subordinate listing approved by you, or by contacting you directly. IRS does not verify the inclusion of subordinate organizations under your group exemption. See IRS Publication 4573, *Group Exemption*, for additional information about group exemptions.

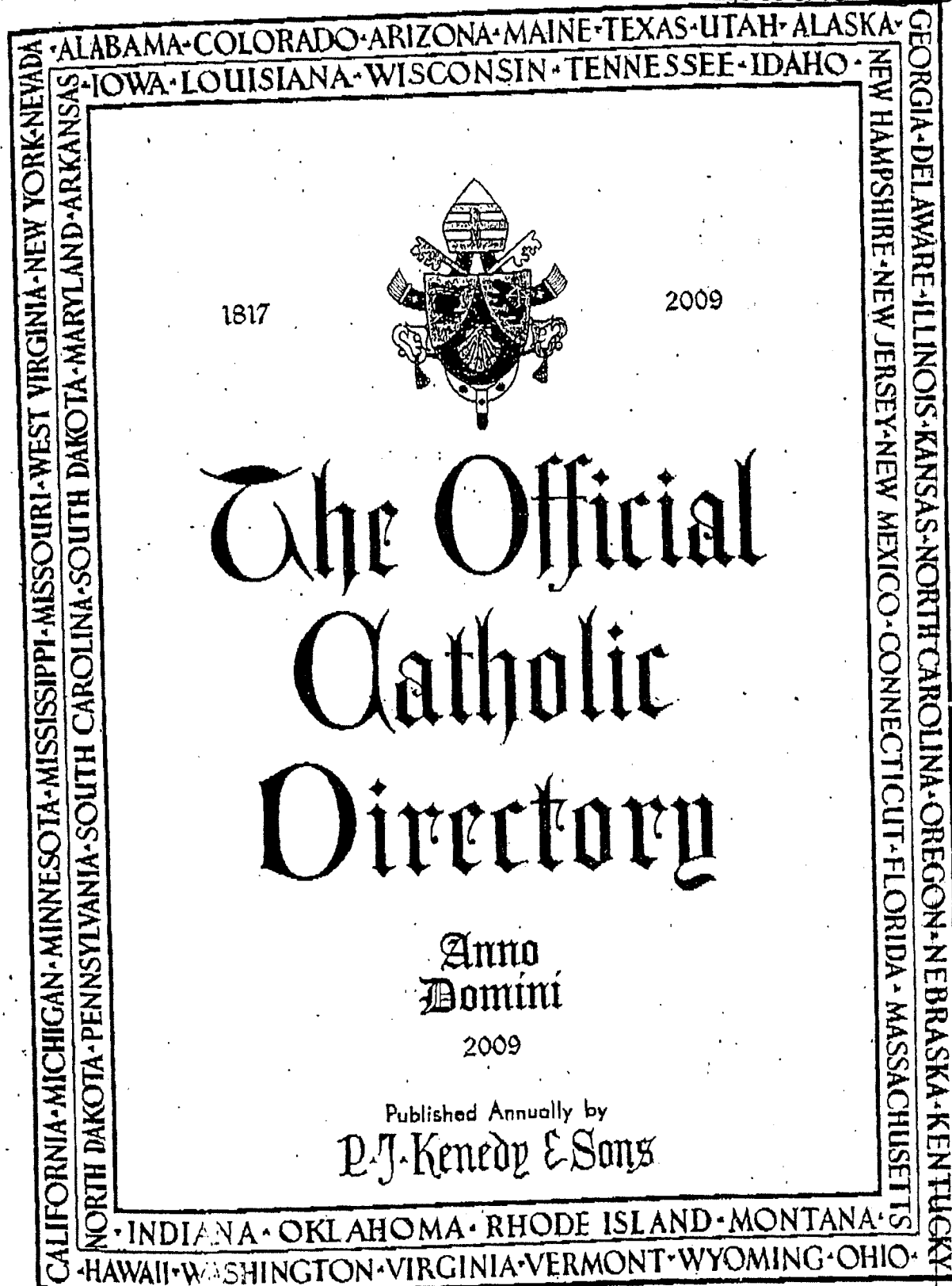
Each subordinate organization covered in a group exemption should have its own EIN. Each subordinate organization must use its own EIN, not the EIN of the central organization, in all filings with IRS.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements



003/004

LAARHUMREU

03/12/2018 10:43 FAX

Case 2:16-cv-00953-SWA-ASM Document 93-1 Filed 08/16/17 Page 1546

Res.: 1184 Obispo St., P.O. Box 897, 93434. Tel: 805-848-2181; Fax: 805-848-6642.
Catechesis/Religious Program—Tel: 805-848-4404. Students 248.

HACIENDA HEIGHTS, LOS ANGELES CO., ST. JOHN VIANEY (1968) Rev. Magr. Timothy E. Nichols; Rvs. Frands Hano; Cyprian Carlo; Deacon Jesse Martinez; Richard Nees.
Res.: 1845 Turnbull Canyon Rd., 91745. Tel: 826-930-2288; Fax: 826-880-0270. Web: sjvh.org.
Catechesis/Religious Program—Students 828.

HAWAIIAN GARDENS, LOS ANGELES CO., ST. PETER CHANTEL (1886) (Monahan—Filipino), Rvs. Lawrence T. Darnell, O.M.V.; Edward Broom, O.M.V.; John Lyons, O.M.V.; Fernando Cuenca, O.M.V.; Vincenzo Antolillo, O.M.V.
Res. & Church: 12001 E. 214th St., 90718-1117. Tel: 562-924-7591; Fax: 562-402-9411. Email: speparish@yahoo.com. Web: www.speparish.com.
Catechesis/Religious Program—Tel: 562-860-3637 (Spanish); 562-565-6498 (English). Students 1,256.

HAWTHORNE, LOS ANGELES CO., ST. JOSEPH (1915) Rvs. Perry D. Leiker; Eugene Buhr (Retired); Mario Pacheco; Michael Tang.
Res.: 11901 Acacia Ave., 90250. Tel: 910-879-1139; Fax: 910-879-3034.
School—11886 Acacia Ave., 90250. Tel: 910-879-1014; Fax: 910-879-1310. Lay Teachers 24; Students 500.
Catechesis/Religious Program—Tel: 910-879-1189. Ext. 114. Email: mltvrs@stjoseph-haw.org. Students 1,145.

HERMOSA BEACH, LOS ANGELES CO., OUR LADY OF GUADALUPE (1927) (CEM) Rvs. Raymond Mallett, O.F.M.Conv.; Lazaro Sandoval, O.F.M.Conv. In Res., Rvs. Peter Mallin, O.F.M.Conv.; Kevin Bahadour McGraw, O.F.M.Conv.; Steve Gross, O.F.M.Conv.; Bros. James Ralier, O.F.M.Conv.; Christopher Saldaña, O.F.M.Conv.
Res.: 820 Massey Ave., 90254. Tel: 910-872-7077; Fax: 910-798-4081. Web: ourladyofguadalupechurch.org.
School—340 Massey Ave., 90254. Tel: 910-872-7466. Web: ourladyofguadalupechurch.org. Mrs. Cheryl Hunt, Prin. Lay Teachers 18; Students 198.
Catechesis/Religious Program—Students 290.

HUNTINGTON PARK, LOS ANGELES CO.
1—ST. MARTHA (1913), (Hispanic), Rvs. Manuel Vasquez, M.Sp.S.; Mario Rodriguez, M.Sp.S.; Enrique Espinosa Ramirez, M.Sp.S.; Deacon Clio Augusto Garza.
Res.: 6012 Seville Ave., 90255. Tel: 323-585-5776; Fax: 323-585-4560. Email: stamartina@aol.com. Web: www.christthapriest.org.
Catechesis/Religious Program—Tel: 323-588-3078; 323-585-4941 (Confirmation). Students 539.

2—ST. MATTHIAS (1913), (Latino), (MC) Rvs. Mario Torres; Victor J. Ruvalcaba, Parochial Vicar. In Res., Rvs. Rody Ignatius Gorman (Retired); Ornelo Cherez (Ecuador); Victor Vargas (Colombia). Res.: 7126 Mission Pl., 90255. Tel: 323-588-2186; Fax: 323-588-4519. Email: st.matthias@men.com.
School—7130 Cedar St., 90255. Tel: 323-588-7263; Fax: 323-588-1186. Email: stmatthiaspanthers@hotmail.com. Lay Teachers 12; Students 244.
Catechesis/Religious Program—7105 Mission Pl., 90255. Tel: 323-277-1188; Fax: 323-277-1192. Students 1,228.

INDLEWOOD, LOS ANGELES CO., ST. JOHN CHRYSOSTOM (1923), (Hispanic), Rvs. Marcos Gonzalez, Admin., Javier Altuna, S.J.; Mark Martinez; Sal A. Pilate; Deacon Roberto Vasquez.
Res.: 546 E. Florence Ave., 90301. Tel: 310-877-2786; Fax: 310-877-0584. Email: stjohncrysostom@abeglobal.net. Web: www.stjohncrysostomparish.org.
School—630 E. Florence Ave., 90301. Tel: 310-877-5886; Fax: 310-877-9429. Email: stjohncrysostom@abeglobal.net. Religious Teachers 4; Lay Teachers 12; Students 245.
Catechesis/Religious Program—Tel: 310-874-9783. Email: ajreligiousconf@abeglobal.net. Students 1,266.

IRVINDALE, LOS ANGELES CO., OUR LADY OF GUADALUPE (1986) Rev. Joseph Canas; Deacon Gary Patterson; Roberto I. Chavez.
Res.: 18825 E. Cypress St., 91708-2198. Tel: 928-882-8848, Ext. 281. Fax: 928-887-5518.
Catechesis/Religious Program—Students 1,085.

LA CANADA FLINTHURGE, LOS ANGELES CO., ST. BUDK THIN VENERABLE (1951) Rev. Magr. James C. Oehl; Rev. Kevin A. Rector. In Res., Rev. Greg Dangre.
Res.: 216 Foothill Blvd., 91011. Tel: 818-948-4300; Fax: 818-780-9520. Web: www.bede.org.
School—(Grades K-8), 4524 Crown Ave., 91011.

atbededucation.org. Synagogue. 267.
Catechesis/Religious Program—Tel: 818-948-4322; Fax: 818-948-7887. Mgr. Arjen, D.R.E., Rose Bonich, Dir. Youth Ministry & Teenlife Coord. Theresa Costanzo, Confirmation Coord. Students 862.

LA CRESCENTA, LOS ANGELES CO., ST. JAMES THE LESS (1965) Rev. Edward Dover; Deacon Joe Hegenhart; Raymond Lim.
Res.: 4825 Dunsmore Ave., 91214. Tel: 818-248-5442; Fax: 818-248-8882. Email: stjameschurch4@hotmail.com. Web: www.stjamescatholicchurch.net.
School—4885 Dunsmore Ave., 91214. Tel: 818-248-7778; Fax: 818-248-5242. Lay Teachers 12; Students 175.

Catechesis/Religious Program—Students 260.

LA MIRADA, LOS ANGELES CO.
1—BEATITUDES OF OUR LORD (1984) Rev. Anthony J. Page.
Res.: 13019 S. Santa Gertrudes Ave., 90836. Tel: 562-948-1521; Fax: 562-902-7627. Email: beatitudeschurch@ca.rr.com. Web: beatitudesofourlord.org.
School—Tel: 562-943-3218; Fax: 562-943-9718. Web: beatitudesofourlord.org. Lay Teachers 16; Students 286.
Catechesis/Religious Program—Tel: 562-943-5878; Fax: 562-943-9419. Email: beatitudesofourlord.org. Students 384.

2—ST. PETER OF THE CROSS (1958) Rvs. Joseph Vissar; George Sullivan; Deacon Mark Orcutt; Timothy J. Roberts.
Res.: 14020 Foster Rd., 90838. Tel: 562-921-2914; Fax: 562-928-1514. Email: splamir@men.com. Web: www.stpeterofthecross.org.
School—14080 Foster Rd., 90838. Tel: 562-921-2118; Fax: 562-802-2048. Lay Teachers 14; Students 182.

Catechesis/Religious Program—Tel: 562-921-4911. Students 617.

LA PUENTE, LOS ANGELES CO.
1—ST. JOSEPH (1919) Rvs. Matthew T. Cumberland; Roberto Pirroni; Deacon Ruben Guerra. In Res., Rev. Magr. Patrick Joseph Staunton (Retired).
Res.: 650 N. Glendora Ave., 91746. Tel: 626-388-2201; Fax: 626-338-0010.
School—16650 E. Temple Ave., 91744. Tel: 626-336-2821; Fax: 626-349-8821. Carmelite Sisters 4; Lay Teachers 6; Students 204.
Catechesis/Religious Program—16650 E. Temple Ave., 91744. Tel: 626-338-1181; Fax: 626-834-7871. Students 332.

2—ST. LOUIS OF FRANCE (1965) Rvs. Lorenzo Miranda, Miguel D. Java (Philippines); Deacon Oscar Valo- plano Jr.; Jaime S. Guerrero; Bernardo Zavala. In Res., Rev. Eric Anthony Lewis.
Res.: 18885 E. Temple, 91740-2098. Tel: 626-818-8314; Fax: 626-917-8418. Email: stlouise91746@broadrunner.com. Web: www.stlouiseofrance.org.
School—13001 E. Temple Ave., 91748-2021. Tel: 626-818-8210; Fax: 626-918-9549. Web: www.stlouiseofrance.org. Lay Teachers 11; Students 250.
Catechesis/Religious Program—Tel: 626-818-7002; Fax: 626-917-8434. Email: stlouise@broadrunner.com. Students 1,376.

LAKEWOOD, LOS ANGELES CO., ST. PANORATIUS (1963) Rev. Magr. Joseph F. Oreeley; Rev. Albert H. Avenida.
Res.: 3518 St. Panatius Pl., 90712. Tel: 562-684-6111; Fax: 562-634-7817. Email: stpanatius@abeglobal.net.
School—8801 St. Panatius Pl., 90712. Tel: 562-684-6310; Fax: 562-633-0731. Lay Teachers 14; Students 280.
Catechesis/Religious Program—Tel: 562-684-1811; Fax: 562-634-2524. Email: stpanatius@abeglobal.net. Students 224.

LANGSTON, LOS ANGELES CO.
1—BLESSED JUNEBO SERRA (Quartz Hill) (1987) Rvs. Leo Dechant, C.S.J.; Ernest Candelaria, C.S.J.; Parochial Vicar: Deacon Gary D. Poolo; Paul Schwerdt; Rito R. Lopez. In Res., Rev. Joseph Scalco, C.S.J.; Bro. Joshua Lizaraga.
Res.: 6122 W. Azalea Dr., 93536-8787. Tel: 861-943-4933 (Res.); Fax: 861-948-8883.
Office: 42121 60th St. W., 93538-3787. Tel: 661-943-9814. Email: sorra@gnnet.com. Web: www.fathereserra.org.
School—Father Serra Mission Bell Pruchool, 42121 60th St. W., 93536-8787. Tel: 861-943-8094; Fax: 861-948-8883.
Catechesis/Religious Program—Students 710.

Mission—St. Elizabeth 13845 Johnson Rd., Lake Hughes, Los Angeles Co. 93582. Tel: 661-724-9811.

2—SACRED HEART (1886) Rvs. Thomas E. Baker; Hieu Chi Tran; Deacons John Charters; Ron Routledge; Dale Reynolds. In Res., Rev. Michael Obaneta (Nigeria).

Res.: 3401
School—
3618, Fax:
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Cook
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805-785-2
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School—21
8210. Email
Teachers 16
Catechesis
Ext. 23
suzana@sgg
2—OUR LADY
John G. Eif
Res.: 3496
Fax: 805-25
Catechesi
Students 24
LONG BEACH, CA
1—ST. ANTHONY
Mailing Add
Rev. James L
Res.: 640-61
662-590-80
Web: statst
School—834
Fax:
elementary
Students 182
High School
4496; Fax: 562-280.
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Catechesi
Ext. 94; Email
Students 820
Mission—Our
Catholic Cent
90808. Tel: 562-1
2—ST. ATHANASI
Res.: 6390 L
Fax: 562-422-0
Web: www.stath
School—5389
7422. St. Fe
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tired); Rev. Gae
Los Rivas; Alda
Res.: 2955 Orinda
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stbarnabasch
www.stbarnabas
School—(Grades
Tel: 562-424-7476
12; Students 24
Catechesis/Rel
Fax: 562-981-4
Students 550.
4—ST. BARTHOLOMEW
Leheny.
Rectory—252 Gr
8826; Fax: 562-4
Web: www.stbtho
Church: 5100 E. H
Catechesis/Rel
Students 554.
5—ST. CORNELIUS (I
(Ireland); Pat Shear
Res.: 6500 Wardlow
Fax: 562-421-6088
School—3330 Bell
7813; Fax: 562-425-2
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suzana@sgg
2—OUR LADY
John G. Eif
Res.: 3496
Fax: 805-25
Catechesi
Students 24
LONG BEACH, CA
1—ST. ANTHONY
Mailing Add
Rev. James L
Res.: 640-61
662-590-80
Web: statst
School—834
Fax:
elementary
Students 182
High School
4496; Fax: 562-280.
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Catechesi
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Students 820
Mission—Our
Catholic Cent
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2—ST. ATHANASI
Res.: 6390 L
Fax: 562-422-0
Web: www.stath
School—5389
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3—ST. BARNABAS (19
Christopher J
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Los Rivas; Alda
Res.: 2955 Orinda
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School—(Grades
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Fax: 562-981-4
Students 550.
4—ST. BARTHOLOMEW
Leheny.
Rectory—252 Gr
8826; Fax: 562-4
Web: www.stbtho
Church: 5100 E. H
Catechesis/Rel
Students 554.
5—ST. CORNELIUS (I
(Ireland); Pat Shear
Res.: 6500 Wardlow
Fax: 562-421-6088
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ALADOC
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Cateches

EXHIBIT 28



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 5/25/2017

ESL ID: 6462805913

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 8131246

Entity Name: OUR LADY OF GUADALUPE (SCHOOL)

- ☒ 1. The entity is in good standing with the Franchise Tax Board.
- ☐ 2. The entity is **not** in good standing with the Franchise Tax Board.
- ☒ 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 d.
- ☐ 4. We do not have current information about the entity.

The above information does not necessarily reflect:

- The entity's status with any other agency of the State of California, or other government agency.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or the entity did business in California at a time when it was not qualified or not registered to do business in California:
 - The status or voidability of any contracts made in California by the entity at a time when the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
 - For entities revived under R&TC Section 23305b, any time limitations on the revivor or limitation of the functions that can be performed by the entity.

Internet and Telephone Assistance

Website: ftb.ca.gov

Telephone: 800.852.5711 from within the United States

916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

EXHIBIT 29

A 0710126

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION

OF

ARCHDIOCESE OF LOS ANGELES

EDUCATION & WELFARE CORPORATION

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

DEC 16 2010

ROGER M. MAHONY and KEVIN C. BAXTER, certify:

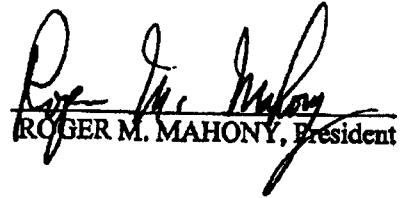
1. That they are the President and the Secretary respectively of the Archdiocese of Los Angeles Education & Welfare Corporation, a California nonprofit religious corporation.
2. Article VIII of the Articles of Incorporation of this corporation is amended to read as follows:

"ARTICLE VIII

- (a) The powers of this corporation shall be exercised, its properties controlled, and its affairs conducted by a Board of Directors, provided that no action of the Board of Directors of said corporation shall be valid or legal or effective for any purpose without the approval consent or ratification of the Archbishop of the Roman Catholic Archdiocese of Los Angeles whether at a meeting of the Board, or by a separate written consent, approval or ratification provided to the Board when he is not in attendance at the meeting.
 - (b) The number of directors of this corporation shall be as provided from time to time in the Bylaws of the corporation.
 - (c) The Archbishop by virtue of his office as such, shall be the president and one of the directors of the corporation during the periods in which he serves as Archbishop of the Roman Catholic Archdiocese of Los Angeles."
3. The foregoing amendment of the Articles of Incorporation has been duly approved by the Board of Directors of this corporation.
 4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of the Member of this corporation.

We declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Executed this 15th day of December, 2010.


ROGER M. MAHONY, President


KEVIN C. BAXTER, Secretary

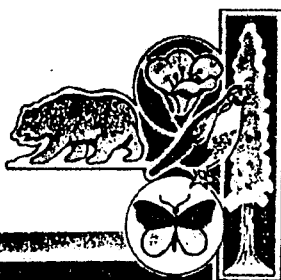


I hereby certify that the foregoing transcript of 2 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

DEC 17 2010

Date: Jan

Debra Bowen
DEBRA BOWEN, Secretary of State



State
of
California

OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

JAN 12 1987



March Fong Eu

Secretary of State

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
ARCHDIOCESE OF LOS ANGELES
EDUCATION & WELFARE CORPORATION

**ENDORSED
FILED**
in the office of the Secretary of State
of the State of California

JAN 2 1987

MARCH FONG EU, Secretary of State

ROGER M. MAHONY and JEREMIAH T. MURPHY, certify:

1. That they are the President and the Secretary respectively of the Archdiocese of Los Angeles Education & Welfare Corporation, a California nonprofit religious corporation.

2. That at the meeting of the Board of Directors of said corporation duly held at Los Angeles, California on the 28th day of January, 1986, the following resolution was adopted:

RESOLVED: That the Articles of Incorporation be amended by revising Article VIII to read as follows:

* * * * *

ARTICLE VIII

(a) The powers of this corporation shall be exercised, its properties controlled, and its affairs conducted by a Board of Directors, provided that no action of the Board of Directors of said corporation shall be valid or legal or effective for any purpose without the approval of the Archbishop, given at a meeting of said Board or in writing outside of such a meeting.

(b) The number of directors of this corporation shall be as provided from time to time in the Bylaws of the corporation.

(c) The Archbishop by virtue of his office as such, shall always be the president and one of the directors of the corporation.

(d) The Moderator of the Curia, the Director of Secretariat for Educational and Formational Services, the Superintendent of Schools, the Director of Catholic Charities and the Finance Officer, all of the Archdiocese of Los Angeles, shall ipso facto upon his/her assuming such office, become a director of this corporation and shall hold office as a director until his/her successor in such office is appointed by the Archbishop.

* * * * *

3. The foregoing amendment of Articles of Incorporation has been duly approved by the Board of Directors of this corporation.

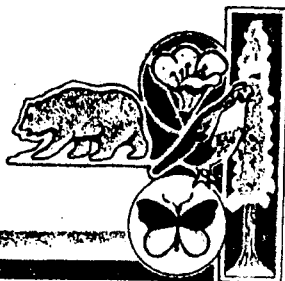
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of the Member of this corporation.

We declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Executed this 19th day of December, 1986.

+ Roger M. Mahony
ROGER M. MAHONY, President

Jeremiah T. Murphy
JEREMIAH T. MURPHY, Secretary



State of California

OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

FEB 18 1982



March Fong Eu

Secretary of State

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
ARCHDIOCESE OF LOS ANGELES
EDUCATION & WELFARE CORPORATION

**ENDORSED
FILED**
In the office of the Secretary of State
of the State of California
FEB 16 1982
MARCH FONG EU, Secretary of State
By JAMES E. HARRIS
Deputy

TIMOTHY MANNING and JEREMIAH T. MURPHY, certify:

1. That they are the President and the Secretary respectively of the Archdiocese of Los Angeles Education & Welfare Corporation, a California non-profit religious corporation.

2. That at the meeting of the Board of Directors of said corporation duly held at Los Angeles, California on January 22, 1982, the following resolutions were adopted:

RESOLVED: That the Articles of Incorporation be amended in full to read as follows:

ARTICLE I

That the name of said corporation is and shall be:
ARCHDIOCESE OF LOS ANGELES EDUCATION & WELFARE CORPORATION

ARTICLE II

This corporation is a religious corporation and is not organized for the private gain of any person. It is organized under the Non-profit Religious Corporation Law primarily for religious purposes. The corporation elects to be governed

by all of the provisions of the said law not otherwise applicable to it under §9913(c) of the Non-profit Corporation Law.

ARTICLE III

The purposes for which this corporation is formed are:

(a) The general and primary purposes are to carry out and fulfill the established religious purposes, teachings, beliefs and activities of The Roman Catholic Church within the Roman Catholic Archdiocese of Los Angeles comprising the Counties of Los Angeles, Santa Barbara and Ventura:

(b) The specific purposes and powers are:

1. In furtherance of such religious purposes, to own, maintain and operate church-related facilities of The Roman Catholic Church within said Archdiocese of Los Angeles, including without limitation Catholic parochial and high schools;

2. To engage generally in such other religious activities authorized by the laws, rules, regulations and discipline of The Roman Catholic Church, which may be prescribed by the Board of Directors of this corporation;

3. To do and engage in any and all lawful activities that may be incidental or reasonably necessary to any of the foregoing religious purposes; and

4. To have and exercise all the rights and powers conferred by the Non-profit Corporation Law of the State of California upon religious non-profit corporations as such law is now in effect or may at any time be amended;

PROVIDED, however, that this corporation shall not engage in

any activities or exercise any powers that are not in furtherance of the specific and primary religious purposes of this corporation.

Notwithstanding the generality of the foregoing provisions, this corporation shall have no purposes or powers, and shall not carry on any activities which will render it ineligible for tax exemption under either §501(c)(3), or corresponding provisions, of the Internal Revenue Code or §23701(d), or corresponding provisions of the California Revenue and Taxation Code. In particular, no substantial part of the activities of the corporation shall consist of carrying out propaganda, or otherwise attempting to influence legislation (except as specifically permitted in Sub-section 501), and the corporation shall not participate in or intervene in any political campaign on behalf of any candidate for public office.

ARTICLE IV

The assets of this non-profit corporation are irrevocably dedicated to religious purposes. This corporation is created and sponsored under the authority of the head organization, The Roman Catholic Archbishop of Los Angeles, a corporation sole. Upon liquidation, dissolution or abandonment of this corporation, after paying or making provision for the payment of any debts and obligations of this corporation, subject to compliance with the applicable provisions of §9680, et seq. of the California Non-profit Religious

Corporation Law, the then remaining assets of the corporation shall be distributed for such purposes to The Roman Catholic Archbishop of Los Angeles, a corporation sole, or any successor thereof, if then in existence and exempt under §501(c)(3), or corresponding provisions, of the Internal Revenue Code, but if not then in existence or exempt, to another organization which is located within the present boundaries of the Archdiocese of Los Angeles, organized and operated exclusively for Roman Catholic religious purposes and which has established its tax exempt status under §501(c)(3), or corresponding provisions, of the Internal Revenue Code, as may be designated by the membership of the corporation.

ARTICLE V

The said corporation is a non-profit corporation formed and organized and shall always be operated exclusively for religious and charitable purposes, which purposes do not contemplate or include and shall never contemplate or include the distribution at any time or on dissolution, if ever, of said corporation of any gain, profit, dividend or property to any member, director or officer of said corporation. No part of the net earning of said corporation shall ever inure to the benefit of any member, director or officer of said corporation or any individual whomsoever.

ARTICLE VI

The County of Los Angeles is the county in the State of California where the principal office for the transaction of business of said corporation is located.

ARTICLE VII

(a) Whenever used in these Articles, the title "Archbishop" shall refer to the Incumbent Roman Catholic Archbishop of the Archdiocese of Los Angeles, provided that in the case of a vacancy in the office of such Archbishop, the person who shall be Administrator of the Archdiocese for the time being shall ipso facto, upon his becoming such Administrator, be empowered to hold all corporate offices and exercise all corporate powers and rights of the Archbishop until the appointment of a new Archbishop of said Archdiocese and his taking possession of his Metropolitan See.

(b) There shall be one class of members of this corporation, to which the entire voting power of the corporation is confined, and the sole member of this corporation is and shall be The Roman Catholic Archbishop of the Archdiocese of Los Angeles, as above defined.

ARTICLE VIII

(a) The powers of this corporation shall be exercised, its properties controlled, and its affairs conducted by a Board of Directors, provided that no action of the Board of Directors of said corporation shall be valid or legal or effective for any purpose without the approval of the Archbishop, given at a meeting of said Board or in writing outside of such a meeting.

(b) The number of directors of this corporation shall be as provided from time to time in the By-Laws of the corporation.

(c) The Archbishop by virtue of his office as such, shall always be the president and one of the directors of the corporation.

(d) Every Vicar general of the Archdiocese of Los Angeles, and every Chancellor of the Archdiocese of Los Angeles, shall ipso facto upon his assuming such office, and become a director of this corporation and shall hold office as a director until his successor in such office is appointed by the Archbishop.

(e) Not less than three-fourths of the directors of this corporation shall be authorized Priests of The Roman Catholic Church possessing faculties for the Archdiocese of Los Angeles, and all directors shall be residents of the Archdiocese of Los Angeles.

ARTICLE IX

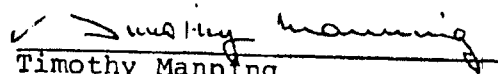
This corporation shall exist perpetually.


* * * * *

3. The members have adopted the amendment by resolution at a meeting held at Los Angeles, California on January 22, 1982. The wording of the amended Articles of Incorporation, as set forth in the members' resolution, is the same as that set forth in the directors' resolution in paragraph 2 above.

4. The number of members who voted affirmatively for the adoption of the resolution is 12, and the number of members constituting a quorum is seven.

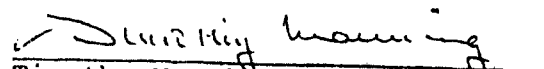
IN WITNESS WHEREOF, the undersigned have executed this Certification on the 22nd day of January, 1982.


Timothy Manning
President


Monsignor Jeremiah T. Murphy
Secretary

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing Certificate are true and correct of his own knowledge.

Executed at Los Angeles, California, on this 22nd day of January, 1982.


Timothy Manning

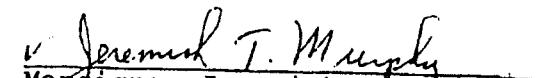

Monsignor Jeremiah T. Murphy

EXHIBIT 30

1
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6
7
8 **United States District Court**
9 **Central District of California**
10 **Western Division**
11

12 KRISTEN BIEL,

CV 15-04248 TJH (ASx)

13 Plaintiff,

14 v.

Order and Judgment

15 ST. JAMES SCHOOL,

JS-6

16 Defendant.

17
18 The Court has considered the St. James School's ["St. James"] motion for
19 summary judgment, together with the moving and opposing papers.

20 This motion concerns whether Plaintiff Kristen Biel was a "minister" within the
21 meaning of the "ministerial exception" to Title VII of the Civil Rights Act of 1964 , 42
22 U.S.C. § 2000e, *et seq.*, ["Title VII"] and is, therefore, barred from bringing the
23 instant action under the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq*
24 ["ADA"].

25 St. James hired Biel in 2013 as a first grade substitute teacher. In June, 2013,
26 Sister Mary Margaret, St. James's principal, hired Biel as a full-time fifth grade teacher
27 — with the title of "teacher" — for the 2013–14 school year. Upon accepting the
28 position, Biel signed an employment contract stating that St. James's mission is "to
develop and promote a Catholic school faith community within the philosophy of

1 Catholic education as implemented at St. James, and the doctrines, laws, and norms of
2 the Catholic Church.” Further, Biel agreed to perform “[a]ll duties and responsibilities
3 . . . within St. James’s overriding commitment to developing its faith.” Under her
4 employment contract, Biel was required to “model, teach, and promote behavior in
5 conformity to the teaching of the Roman Catholic Church.”

6 In addition to teaching secular subjects, Biel taught a thirty-minute religion class
7 to her students four days per week, and was required to dedicate a minimum of 200
8 minutes every week to the subject of religion. The religion course was grounded upon
9 the norms and doctrines of the Catholic Faith, including the sacraments of the Catholic
10 Church, social teachings according to the Catholic Church, and the overall Catholic way
11 of life. For instance, Biel taught her students the significance of the Lent season, the
12 Last Supper, Easter, the Eucharist, and Reconciliation. As a teaching guide for the
13 religion course, Biel used a Catholic textbook, entitled “Coming to God’s Life,” from
14 which Biel gave her students weekly tests. Further, Biel was required to pray with her
15 students, and did so twice a day. Biel, also, incorporated the Catholic faith into the
16 secular curriculum she taught. During her tenure at St. James, Biel attended a four-to-
17 five hour conference regarding ways to better incorporate God into lessons at the Los
18 Angeles Religious Education Congress.

19 In April, 2014, Biel was diagnosed with cancer and informed Sister Mary
20 Margaret. In June, 2014, Sister Mary Margaret informed Biel that St. James would not
21 be renewing her contract for the 2014–2015 school year. In June, 2015, Biel filed this
22 suit alleging six claims under the ADA. St. James, now, moves for summary judgment
23 as to all six claims.

24 25 Discussion

26 In a motion for summary judgment, when the moving party has the burden of
27 proof at trial, as St. James has here on its affirmative defense, the moving party has the
28 initial burden of establishing a *prima facie* case. See *Celotex Corp. v. Catrett*, 477 U.S.

1 317, 323 (1986). If St. James satisfies its burden, the burden will shift to Biel to
2 introduce evidence sufficient to raise a triable issue. *See Celotex Corp.*, 477 U.S. at
3 323. Each fact relied upon in this Order is undisputed.

4 St. James argued that Biel's claims — all brought under the ADA, and,
5 consequently, Title VII — are barred under the ministerial exception. The ministerial
6 exception bars Title VII claims where the employer is a religious institution and the
7 employee is a "minister." *See Hosanna-Tabor Evangelical Lutheran Church & Sch.*
8 *v. E.E.O.C.*, 132 S. Ct. 694, 704 (2012) [*"Hosanna-Tabor"*]. The ministerial
9 exception is an exception to Title VII "grounded in the First Amendment, that precludes
10 application of such legislation to claims concerning the employment relationship
11 between a religious institution and its ministers." *Hosanna-Tabor*, 132 S. Ct. at 705
12 (footnote omitted). The ministerial exception "is intended to protect the relationship
13 between a religious organization and its clergy from constitutionally impermissible
14 interference by the government." *Werft v. Desert Sw. Annual Conference of United*
15 *Methodist Church*, 377 F.3d 1099, 1101 (9th Cir. 2004) (footnote and internal
16 quotations omitted).

17 Here, there is no dispute that St. James, as a Catholic school, is a religious
18 institution. Accordingly, the application of the ministerial exception turns on whether
19 Biel was a "minister." *See Hosanna-Tabor*, 132 S. Ct. at 705.

20 Whether Biel is a minister depends on all the circumstances of Biel's
21 employment, including her education before and during her tenure, her title, and her
22 job duties. *See Hosanna-Tabor*, 132 S. Ct. at 707. "The paradigmatic application of
23 the ministerial exception is to the employment of an ordained minister . . . [b]ut the
24 ministerial exception encompasses more than a church's ordained ministers." *Alcazar*
25 *v. Corporation of the Catholic Archbishop of Seattle*, 627 F.3d 1288, 1291 (2010). The
26 ministerial exception may apply "notwithstanding the assignment of some secular
27 responsibilities." *Alcazar*, 627 F.3d at 1293.

28 In *Hosanna-Tabor*, the teacher at a religious school taught a forty-five minute

1 religion class four days a week in addition to teaching math, language arts, social
2 studies, science, gym, art, and music. *Hosanna-Tabor*, 132 S. Ct. at 700, 709. The
3 teacher, also, led the students in prayer and devotional exercises each day, and attended
4 a weekly school-wide chapel service, which she led about twice a year.
5 *Hosanna-Tabor*, 132 S. Ct. at 700. Additionally, the teacher held the title of “called
6 teacher,” a reference to teachers at the school who had satisfied certain academic and
7 other requirements, and were deemed by the school to have “been called to their
8 vocation by God through a congregation.” *Hosanna-Tabor*, 132 S. Ct. at 700. After
9 taking disability leave, and subsequently losing her position at the school, the teacher
10 sued the school under the ADA. *Hosanna-Tabor*, 132 S. Ct. at 700–01. Upon appeal
11 to the Supreme Court, the Court held that the circumstances of the teacher’s job —
12 particularly the teacher’s title, the teacher’s efforts to hold herself out as a minister, and
13 the teacher’s job duties — established that the teacher was a “minister” within the
14 meaning of the ministerial exception. *Hosanna-Tabor*, 132 S. Ct. at 707–10. In so
15 holding, the Court expressly rejected the notion that the teacher was not a minister
16 because “her religious duties consumed only 45 minutes of each workday, and that the
17 rest of her day was devoted to teaching secular subjects.” *Hosanna-Tabor*, 132 S. Ct.
18 at 709.

19 Here, St. James has established a *prima facie* case that Biel was a minister
20 because her employment contract and job duties demonstrate that her “job duties
21 reflected a role in conveying the Catholic Church’s message and carrying out its
22 mission.” See *Hosanna-Tabor*, 132 S. Ct. at 708. Just as the plaintiff in
23 *Hosanna-Tabor* taught religion and prayed with her students, Biel conveyed the Catholic
24 Church’s message by teaching religion to her students four times each week for thirty
25 minutes, by administering and evaluating weekly tests from a Catholic textbook,
26 “Coming to God’s Life,” and by praying with the students twice each day. See
27 *Hosanna-Tabor*, 132 S. Ct. at 700, 708. Further, Biel clearly sought to carry out St.
28 James’s Catholic mission by, for example, including Catholic teachings into all of her

1 lessons and attending a conference to learn techniques for incorporating religious
2 teachings into her lessons.

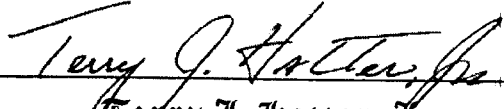
3 Although this case does not contain all of the hallmarks of ministry identified in
4 *Hosanna-Tabor*, it is clear that *Hosanna-Tabor* was not intended to represent the outer
5 limits of the ministerial exception. See *Hosanna-Tabor*, 132 S. Ct. at 707. Instead,
6 the question is whether the claims at issue may interfere with St. James's ability to
7 choose who will convey its message. See *Bollard v. California Province of the Soc'y*
8 *of Jesus*, 196 F.3d 940, 946 (9th Cir. 1999). For the reasons discussed above, St.
9 James has established a *prima facie* case that Biel acted as a messenger of St. James'
10 faith. See *Hosanna-Tabor*, 132 S. Ct. at 708. Therefore, St. James established a *prima*
11 *facie* case Biel was a minister withing the meaning of the ministerial exception.

12 Further, because all facts relied upon in this Order are undisputed by the parties,
13 Biel did not raise a triable issue of fact that would bar the granting of summary
14 judgment. See *Celotex Corp.*, 477 U.S. at 323.

15
16
17 Therefore,

18
19 It is Ordered that the motion for summary judgment be, and hereby is,
20 Granted.

21 Date: January 17, 2017

22
23 
24 Terry J. Halter, Jr.
25 Senior United States District Judge
26
27
28

PROOF OF SERVICE**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 15760 Ventura Boulevard, Eighteenth Floor, Encino, California 91436.

On August 18, 2017 I served the following document(s) described as **DEFENDANT'S APPENDIX OF EVIDENCE IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Joseph M. Lovretovich
Cathryn Fund
JML LAW
21052 Oxnard Street
Woodland Hills, CA 91367
Tel: (818) 610-8800
Fax: (818) 610-3030
jml@jmlaw.com
Cathryn@JMLLAW.com

☒ **BY ELECTRONIC MAIL TRANSMISSION: VIA CM/ECF** By electronic mail transmission by transmitting a PDF format copy of such document(s) to each such person at the email address listed below their address(es). The document(s) was/were transmitted by electronic transmission and such transmission was reported as complete and without error.

☒ **BY MAIL:** I am "readily familiar" with Ballard Rosenberg Golper & Savitt's practice for collecting and processing correspondence for mailing with the United States Postal Service. Under that practice, it would be deposited with the United States Postal Service that same day in the ordinary course of business. Such envelope(s) were placed for collection and mailing with postage thereon fully prepaid at Glendale, California, on that same day following ordinary business practices.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 18, 2017 at Encino, California.

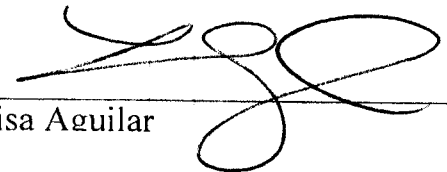

Lisa Aguilar

EXHIBIT 1

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Attorneys for Plaintiff
AGNES DEIRDRE MORRISSEY-BERRU

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

AGNES DEIRDRE MORRISSEY-)
BERRU, an individual,)
Plaintiff,)
vs.)
OUR LADY OF GUADALUPE)
SCHOOL; a California non-profit)
corporation; and DOES 1-50,)
inclusive,)
Defendants.)

Case No.:
COMPLAINT FOR:
1. DISCRIMINATION ON THE
BASIS OF AGE;
2. RETALIATION IN VIOLATION
OF THE ADEA; and
3. WRONGFUL TERMINATION
IN VIOLATION OF PUBLIC
POLICY.

DEMAND FOR JURY TRIAL

Plaintiff, AGNES DEIRDRE MORRISSEY-BERRU, hereby brings her
employment complaint against the above-named Defendants and states and alleges
as follows:

COMPLAINT

Case 2:16-cv-09353-SVW-AFM Document 1 Filed 12/19/16 Page 2 of 9 Page ID #:2

JURISDICTION AND VENUE

1. This is an employment lawsuit, brought pursuant to 29 U.S.C. § 621 et seq. to remedy violations of the Age Discrimination in Employment Act ("ADEA").

2. This Court has original federal question jurisdiction over this action pursuant to 28 U.S.C. § 1331 because Plaintiff alleges violations of the laws of the United States of America.

3. The venue is appropriate since the actions giving rise to this lawsuit occurred in Los Angeles County, California, which is located within this district.

THE PARTIES

4. At all times mentioned herein, Plaintiff AGNES DEIRDRE MORRISSEY-BERRU, age 65, was a resident of the State of California.

5. At all times mentioned herein, Defendant OUR LADY OF GUADALUPE SCHOOL was a California non-profit corporation that operated a private school, located at 340 Massey Street, Hermosa Beach, CA 90254.

6. The true names and capacities, whether individual, corporate, associate or otherwise of DOES 1 through 50 are unknown to Plaintiff who therefore sues these defendants under said fictitious names. Plaintiff is informed and believes that each of the defendants named as a Doe defendant is legally responsible in some manner for the events referred to in this Complaint, is either negligently, willfully, wantonly, recklessly, tortiously, strictly liable, statutorily liable or otherwise, for the injuries and damages described below to this Plaintiff. Plaintiff will in the future seek leave of this court to show the true names and capacities of these Doe defendants when it has been ascertained.

7. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects

COMPLAINT

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1 pertinent hereto, and the acts of each defendant are legally attributable to the other
2 defendants.

3 8. Hereinafter in the Complaint, unless otherwise specified, reference to
4 a Defendant or Defendants shall refer to all Defendants, and each of them.

5 ALLEGATIONS

6 9. Plaintiff commenced employment with Defendant OUR LADY OF
7 GUADALUPE SCHOOL as a full-time teacher in or around September 1999.

8 10. In the spring semester of 2014, Ms. Morrissey-Berru was told that she
9 was not implementing the new reading and writing program correctly.

10 11. In or around August 2014, Plaintiff was demoted from a full-time
11 teacher to a part-time teacher. In or around May 2014, Ms. Morrissey's supervisor,
12 Principal Beuder, falsely accused Plaintiff of wanting to retire and stated that
13 "because she wanted to retire and because she wasn't correctly implementing the
14 reading and writing program", Plaintiff was going to be demoted to part-time.

15 12. Plaintiff never stated she wanted to retire.

16 13. In August 2014, Principal Beuder replaced Plaintiff with a teacher
17 who had no English/ Writing experience and who was much younger.

18 14. On or around August 2014, Plaintiff applied for a full-time teaching
19 position at St. James Catholic School in Torrance. The principal of St. James spoke
20 to Principal Beuder and then told Plaintiff that, "Ms. Beuder said good things about
21 you, but she remarked that this was your last year of teaching." Plaintiff's job
22 interview with St. James Catholic School was cancelled, and she was told that they
23 had hired someone else.

24 15. In May 2015, Plaintiff turned in her letter of intent to work the next
25 school year. However, on May 13, 2015, Principal Beuder called Plaintiff into the
26 Principal's office and told her that she would not be asked to return due to budget
27 cutbacks. Principal Beuder during this conversation again falsely accused Plaintiff
28

COMPLAINT

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A Professional Law Corporation
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Merced, CA 95341
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1 of agreeing to retire at the end of the school year. Plaintiff denied ever agreeing to
 2 retiring and told Principal Bender that she needed to work. After Plaintiff left
 3 Principal Bender's office, Ms. Bender followed her out to the playground and
 4 threatened to give Plaintiff a bad recommendation if she told anyone she had been
 5 fired. Another teacher, Jack Moore, witnessed this conversation.

6 16. Plaintiff immediately filed a complaint with the Archdiocese of Los
 7 Angeles.

8 17. One of Plaintiff's coworkers, Ms. Bosch, told Plaintiff that in the
 9 summer of 2014, Principal Bender said "I know how to get rid of older people.
 10 You cut their hours and make them so miserable they don't want to be here."

11 18. Plaintiff is informed and believes, and thereon alleges, that Defendant
 12 terminated Plaintiff's employment because of her age.

13 EXHAUSTION OF ADMINISTRATIVE REMEDIES

14 19. On June 2, 2015, Plaintiff filed charges with the Equal Employment
 15 Opportunity Commission ("EEOC"). Plaintiff received a "Right-To-Sue" letter
 16 from the EEOC on September 19, 2016. This Complaint is timely filed pursuant to
 17 that letter.

18 FIRST CAUSE OF ACTION

19 DISCRIMINATION ON THE BASIS OF AGE (ADEA, 29

20 U.S.C. § 620 et seq.)

21 (Against ALL Defendants)

22 20. Plaintiff restates and incorporates herein paragraphs 1 through 19,
 23 inclusive, of this Complaint as though fully set forth herein.

24 21. Defendant is an employer as defined in the ADEA, 29 U.S.C. § 620 et
 25 seq.

26 22. At all relevant times, Plaintiff was an employee within the meaning
 27 and definition of the ADEA, 29 U.S.C. § 631.
 28

4
COMPLAINT

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 (818) 341-2823

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JML LAW
A Professional Law Corporation
21022 Oxford Street
Westland Hills, CA 91357
(616) 570-3900

23. As fully alleged above, at all times mentioned herein, Plaintiff was an experienced and qualified teacher for Defendant. At all times mentioned herein, Plaintiff was an exemplary employee. Despite all this, Defendant terminated Plaintiff's employment and gave her position to a younger and less experienced teacher.

24. Plaintiff is informed and believes and based thereon alleges that she was terminated from employment with Defendant because of her age.

25. Plaintiff's age is a substantial motivating factor for the discrimination against Plaintiff in the terms, conditions or privileges of employment.

26. In terminating Plaintiff's employment, Defendant subjected Plaintiff to discrimination on the basis of her age in violation of the ADEA, 29 U.S.C. § 620 et seq.

27. By the aforesaid acts and omissions of Defendant, and each of them, Plaintiff has been directly and legally caused to suffer actual damages including, but not limited to, loss of future earning capacity, attorneys' fees, costs of suit and other pecuniary loss not presently ascertained.

28. As a direct and proximate result of Defendant's willful, knowing and intentional discrimination against her, Plaintiff has further suffered and will continue to suffer a loss of earnings and other employment benefits and job opportunities. Plaintiff is therefore entitled to liquidated damages in amounts to be proven at trial. 29 U.S.C. § 216(b).

29. As a further direct and legal result of the acts and conduct of Defendants, and each of them, as aforesaid, Plaintiff has been caused to and did suffer and continues to suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock, pain, discomfort and anxiety.

30. Plaintiff is informed and believes, and thereon alleges, that the Defendant, and each of them, by engaging in the aforementioned acts and/or in authorizing and/or ratifying such acts, engaged in willful, malicious, intentional

COMPLAINT

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1 oppressive and despicable conduct, and acted with willful and conscious disregard
2 of the rights, welfare and safety of Plaintiff, thereby justifying the award of
3 punitive and exemplary damages in an amount to be determined at trial.

4 31. As a further, direct and proximate result of Defendant's violations of
5 The ADEA, as heretofore described, Plaintiff has been compelled to retain the
6 services of counsel, and has thereby incurred, and will continue to incur, legal fees
7 and costs. Plaintiff requests that attorneys' fees be awarded pursuant to 29 U.S.C.
8 § 216(b).

9
10 **SECOND CAUSE OF ACTION**
RETALIATION IN VIOLATION OF THE ADEA

11 (Against ALL Defendants)

12 32. Plaintiff restates and incorporates herein paragraphs 1 through 3 ,
13 inclusive, of this complaint as though fully set forth herein.

14 33. Defendant is an employer as defined in the ADEA, 29 U.S.C. § 620 et
15 seq.

16 34. At all relevant times, Plaintiff was an employee within the meaning
17 and definition of the ADEA, 29 U.S.C. § 631.

18 35. At all times herein mentioned, the ADEA was in full force and effect
19 and was binding on Defendants. The ADEA prohibits retaliation against any
20 persons based on age.

21 36. Plaintiff is informed and believes, and thereon alleges, that Defendant
22 terminated Plaintiff's employment because of her age.

23 37. Defendants' conduct as alleged above constituted unlawful retaliation.
24

25 38. As a proximate result of the aforesaid acts of Defendants, Plaintiff has
26 suffered actual, consequential and incidental financial losses, including without
27 limitation, loss of salary and benefits, and the intangible loss of employment
28

5
COMPLAINT

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(818) 709-8600

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1 related opportunities in her field and damage to her professional reputation, all in
2 an amount subject to proof at the time of trial.

3 39. As a proximate result of the wrongful acts of Defendants, Plaintiff has
4 suffered and continues to suffer emotional distress, humiliation, mental anguish
5 and embarrassment, as well as the manifestation of physical symptoms. Plaintiff is
6 informed and believes and thereupon alleges that she will continue to experience
7 said physical and emotional suffering for a period in the future not presently
8 ascertainable, all in an amount subject to proof at the time of trial.

9 40. As a proximate result of the wrongful acts of Defendants, Plaintiff has
10 been forced to hire attorneys to prosecute her claims herein, and has incurred and is
11 expected to continue to incur attorneys' fees and costs in connection therewith.
12 Plaintiff is entitled to recover attorneys' fees and costs under 29 U.S.C. § 216(b).

13 THIRD CAUSE OF ACTION

14 WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

15 (Against ALL Defendants)

16 41. Plaintiff realleges and incorporates herein paragraphs 1 through 40,
17 inclusive, of this Complaint as though fully set forth.

18 42. At all times mentioned, the public policy of the State of California, as
19 codified, expressed and mandated in California Government Code § 12940 et seq.,
20 is to prohibit employers from discriminating, harassing and retaliating against any
21 individual engaging in a protected activity. This public policy of the State of
22 California is designed to protect all employees and to promote the welfare and
23 wellbeing of the community at large.

24 43. Accordingly, the actions of Defendant, as described herein, were
25 wrongful and in contravention of the express public policy of the State of
26 California, to wit, the policy set forth in California and the laws and regulations
27 promulgated thereunder.
28

COMPLAINT

BNL LAW
A Professional Law Corporation
2024 O'Farrell Street
San Francisco, CA 94109

JML LAW
A Professional Law Corporation
2002 Oxford Street
Woodland Hills, CA 91367
(818) 610-8800

1 44. As a proximate result of the aforesaid acts of Defendant, Plaintiff has
2 suffered actual, consequential and incidental financial losses, including without
3 limitation, loss of salary and benefits, and the intangible loss of employment
4 related opportunities in her field and damage to his professional reputation, all in
5 an amount subject to proof at the time of trial. Plaintiff claims such amounts as
6 damages pursuant to California Civil Code § 3287 and/or § 3288 and/or any other
7 provision of law providing for prejudgment interest.

8 45. As a proximate result of the wrongful acts of Defendants, Plaintiff has
9 suffered and continues to suffer emotional distress, humiliation, mental anguish
10 and embarrassment, as well as the manifestation of physical symptoms. Plaintiff is
11 informed and believes, and thereupon alleges, that she will continue to experience
12 said physical and emotional suffering for a period in the future not presently
13 ascertainable, all in an amount subject to proof at the time of trial.

14 46. Defendant had in place policies and procedures that specifically
15 required Defendant's managers, officers, and agents to prevent the termination of
16 its employees based on the protected classes identified in the EEOC and ADEA.
17 Plaintiff relied on the fact that Defendant would follow these known policies, yet
18 Defendant consciously chose not to follow said policies. Therefore, Defendant's
19 conduct was fraudulent, malicious, oppressive, and was done in wanton disregard
20 for the rights of Plaintiff and the rights and duties owed by each Defendant to
21 Plaintiff. Each Defendant aided, abetted, participated in, authorized, ratified,
22 and/or conspired to engage in the wrongful conduct alleged above. Plaintiff
23 should, therefore, be awarded exemplary and punitive damages against each
24 Defendant in an amount to be established that is appropriate to punish each
25 Defendant and deter others from engaging in such conduct.

26
27 **WHEREFORE, Plaintiff prays for judgment as follows:**

28 1. For general damages, according to proof;

2. For medical expenses and related items of expenses, according to proof;
3. For loss of earnings, according to proof;
4. For attorneys' fees, according to proof;
5. For prejudgment interest, according to proof;
6. For costs of suit incurred herein; and
7. For such other relief and the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

DATED: December 19, 2016 JML LAW, A Professional Law Corporation

By: _____

JOSEPH M. LOVRETOVICH
JARED W. BEILKE
Attorneys for Plaintiff

JML LAW
A Professional Law Corporation
352 Ocean Street
Santa Monica, CA 90401
(310) 308-0000

COMPLAINT

EXHIBIT 2

EEOC Form # 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 480-2015-02062	
California Department Of Fair Employment & Housing and EEOC State or local Agency, if any			
Name (indicate Mr., Ms., Mrs.) Mrs. Agnesdeidre Morrissey-Beru		Home Phone (Incl. Area Code) (310) 376-6844	Date of Birth 02-12-1951
Street Address City, State and ZIP Code 1602 Spreckels Lane, Redondo Beach, CA 90278			
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 OUR LADY OF GUADALUPE CATHOLIC SCHOOL		No. Employees, Members 15 - 100	Phone No. (Include Area Code) (310) 372-7486
Street Address City, State and ZIP Code 320 Massey Avenue, Hermosa Beach, CA 90254			
Name 		No. Emp., Orgs., 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 type="checkbox"/> RETALIATION <input checked="" type="checkbox"/> AGE <input type="checkbox"/> DISABILITY <input type="checkbox"/> GENETIC INFORMATION <input type="checkbox"/> OTHER (Specify)		DATE(S) DISCRIMINATION TOOK PLACE Earliest: 08-11-2014 Latest: 05-13-2015 <input type="checkbox"/> CONTINUING ACTION	
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OUR LADY OF GUADALUPE SCHOOL
Enriching the mind, body, and spirit

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Alumni Giving Parish Contact

Philosophy & History

We, the faculty and staff of Our Lady of Guadalupe School, are committed to providing a quality Catholic education for our students. Recognizing the role of parents as the primary educators, we strive to create a spiritually enriched learning environment. We utilize our educational training, skills, talents, and model our faith so that students are taught the fundamentals of a spiritual life, academic achievement, appreciation of the arts, healthy lifestyle choices, and multi-cultural awareness. Each student is regarded as a unique individual - a blessing to our school community from the Lord. Through this reverence for all forms of life, we reflect the profound revelations of Jesus Christ.

History of Our Lady of Guadalupe Catholic School

Our Lady of Guadalupe School was established in 1961 to serve the educational needs of the children of the parish. The Carmelite Sisters of Oklahoma staffed the school during the next thirteen years as the school grew and flourished. The first lay principal was appointed in 1972, and since 1974, the school has been staffed entirely by dedicated lay employees.

A kindergarten was opened in the fall of 1985 and was held in a small house near the main school. Extensive renovation and building during 1991-1992 provided the school with a new kindergarten classroom and computer lab.

In the fall of 2012, a preschool was opened to serve the needs of the community and in the fall of 2013, a transitional kindergarten class was added to the school, also in response to the growing needs of the community.

Our Lady of Guadalupe School is a Catholic parish school under the jurisdiction of the Archdiocese of Los Angeles. The pastor is the ex-officio chief administrative officer of the school who carries out the policies of the Archdiocesan Advisory Board and, on points not covered by Archdiocesan policy, determines policies appropriate to the needs of the school. The principal is responsible for the immediate direction

OLG 0308

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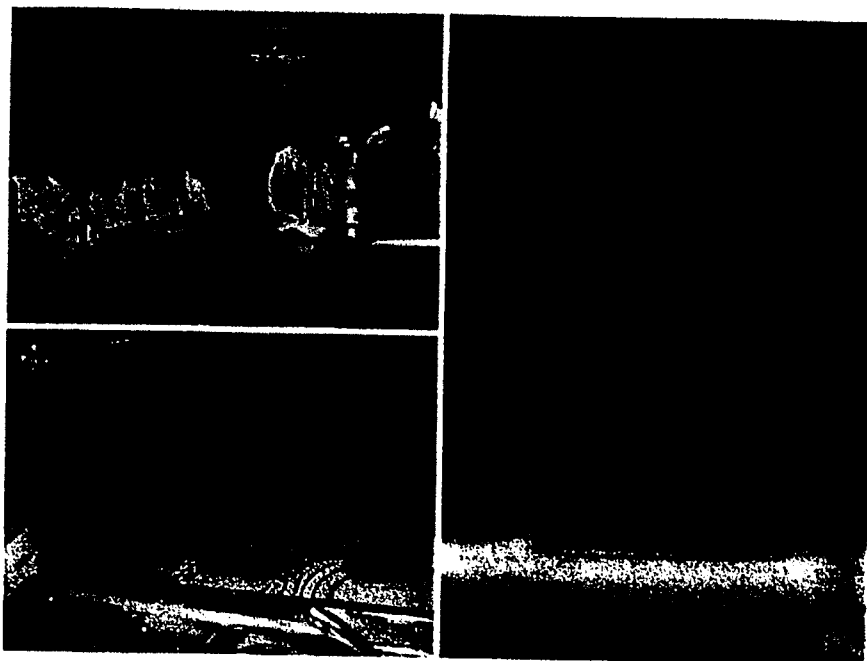
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School families are recognized as vital members of the parish community and essential to the life and future of the Church.

Father Joe Kim OFM, Conv. is the current pastor and administrator of Our Lady of Guadalupe Parish and the head of the school community. The current principal, Mrs. April Beuder, accepted the position in 2012.



QUICK LINKS

- + Calendar
- + Parents
 - Extended Care Program
 - Downloads & Forms
- + Preschool
- + Parish

SCHOOL UPDATES

The Jog-A-Thon is
Coming
January 25, 2017

Halloween Grunge Party
- Tickets on Sale
October 15, 2016

**MISSION STATEMENT
ARCHDIOCESE OF LOS ANGELES**

We, the People of God of the Archdiocese of Los Angeles,
humbly accept our mission
to continue the redemptive work of Jesus Christ.

Baptized into the Body of Christ,
confirmed in the Holy Spirit,
and nourished by the Word and Eucharist,
we share Christ's mission
of priest, prophet, and servant.

We affirm our oneness
with the Catholic Church throughout the world,
in communion with our Holy Father.
With the pastoral leadership of our Archbishop,
we collaborate in varied ways
to live and proclaim the Gospel.

Christ announced the reign of God.
As Church, we are the instrument
of this reign in the world.
We commit ourselves to build a community of faith and love.

With Christ, we bring good news to the poor.
We commit ourselves to eliminate
the many faces of poverty in our midst
--physical, spiritual and moral.

With Christ, we uphold the dignity of human life.
We commit ourselves to cherish each person
and to be faithful stewards of all God's creation.

With Christ, we affirm the bonds that unite us.
We commit ourselves to remove the barriers that divide people in the large, complex and multicultural
society of Southern California.

We dedicate our parish communities, and our schools, institutions, ministries, and organizations to fulfill
this mission under the loving patronage of Mary, Queen of the Angels.

4/14/2017

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Enriching the Mind, Body, and Spirit

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About OLG School

Welcome to Our Lady of Guadalupe School

Nestled in the hills of Hermosa Beach, in Los Angeles County, California, Our Lady of Guadalupe School is an inclusive learning community with faculty dedicated to meeting the needs of the individual student.

We respond to the various learning styles of our students with respect and creativity and see every student as a precious blessing to our school.

Together, with parents as partners, we are committed to providing a faith-based education, rich with tradition and academic rigor.

Our Lady of Guadalupe School... *Where Faith Meets Reason*

OLG School at a Glance

School Level: Elementary School

School Type: Private

School Membership: National Catholic Educational Association (NCEA)

Affiliation: Roman Catholic

Principal: Mrs. April Beuder (abeuder@olgmail.org)

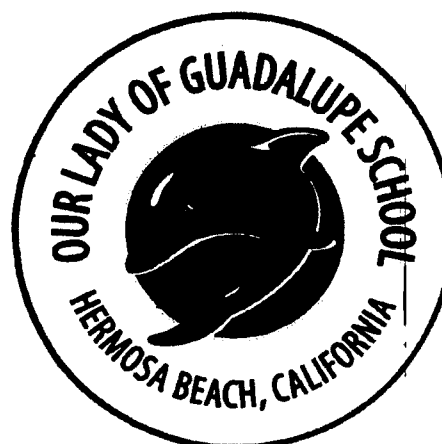
Grades Offered: Preschool, Transitional Kindergarten, Kindergarten through Grade 8

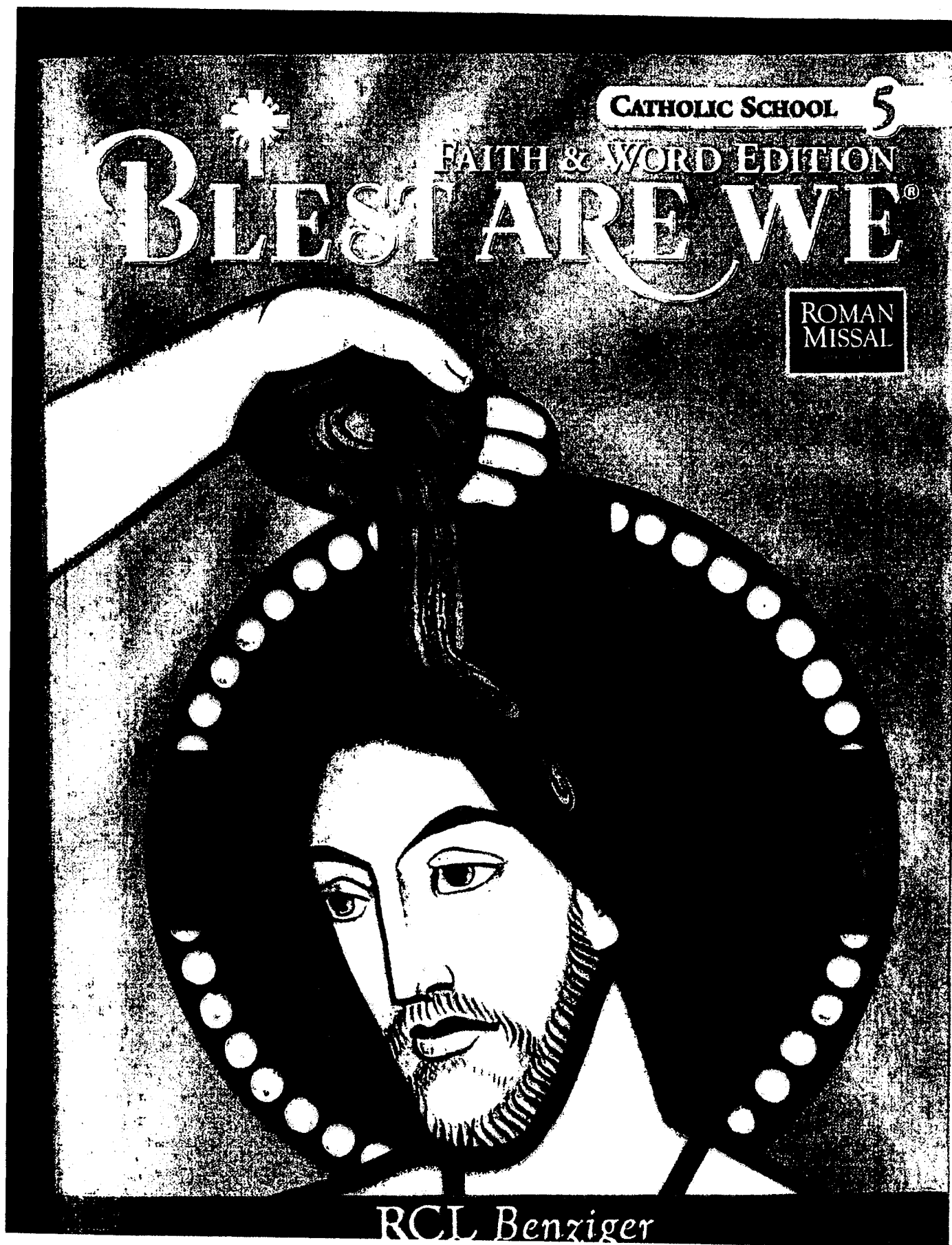
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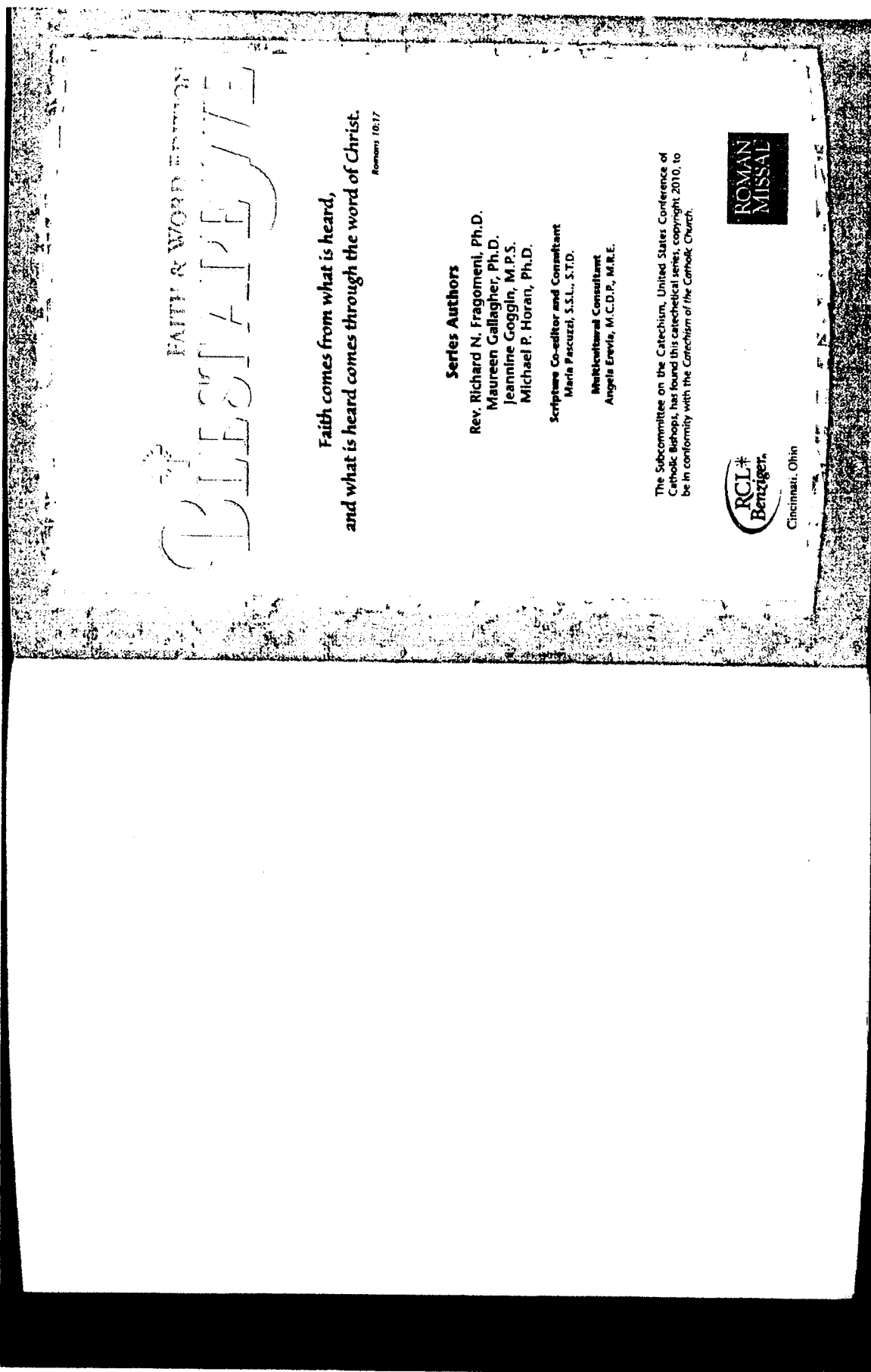
Days in Year: 185

Student Body

Student Body Type: Coeducational







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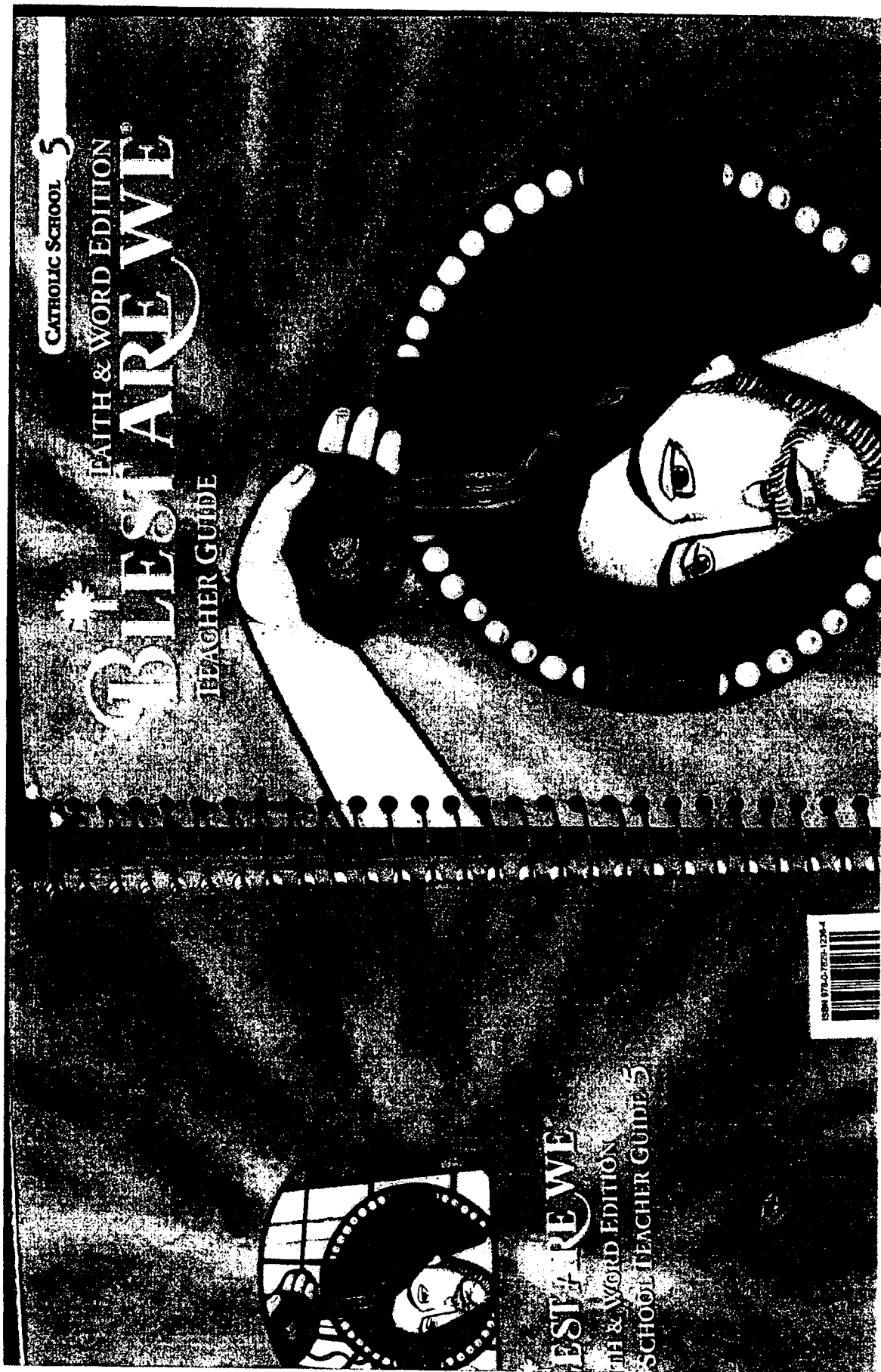
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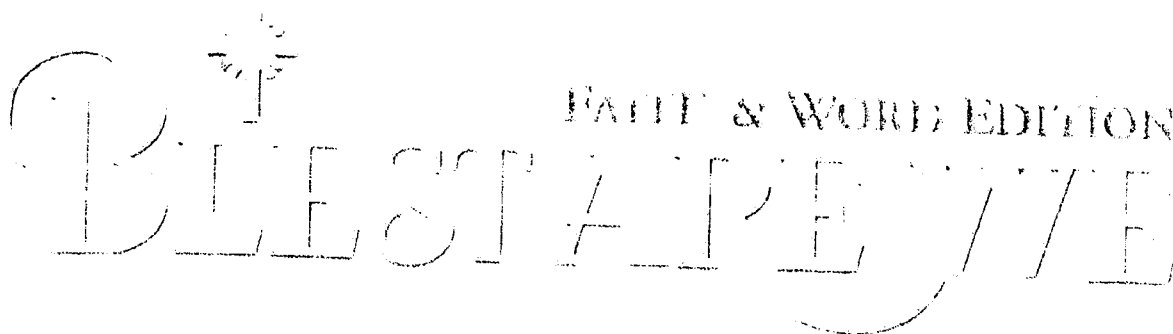
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*Faith comes from what is heard,
and what is heard comes through the word of Christ.*

Romans 10:17

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and what is heard comes through the word of Christ.

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371A The Congregation of Marianists of the Immaculate Conception

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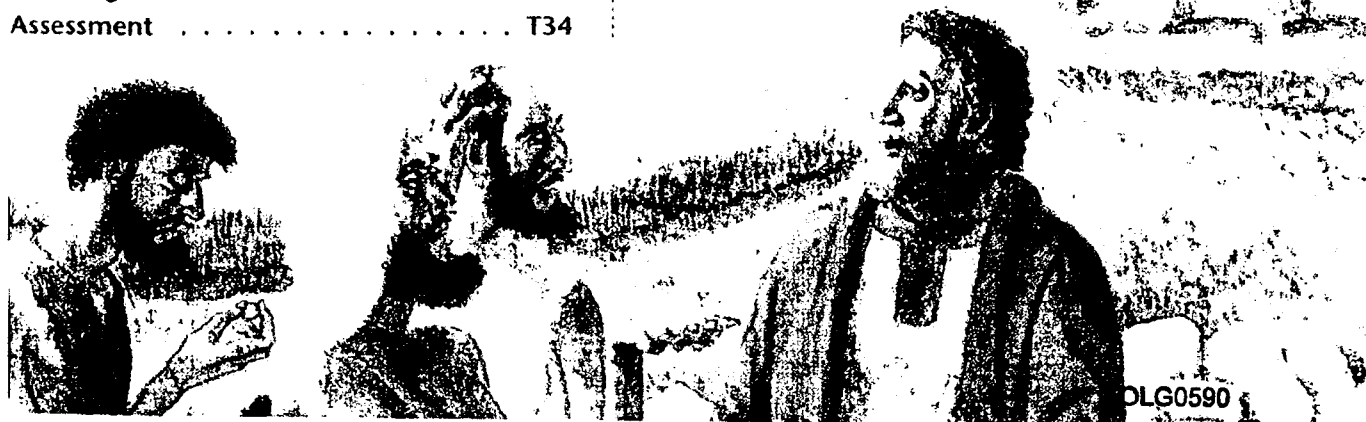
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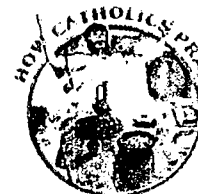


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MINISTRY FORMATION CENTER
Office of Religious Education
Archdiocese of Los Angeles



CATECHIST CERTIFICATION PROGRESS TRANSCRIPT

Please print information clearly. It will appear on the final certificate exactly as it appears here.

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Level _____

CENTER NUMBER 2012 - 19 - 54

Theology Phase ¹

St. Catherine Laboure Church/Torrance

CENTER LOCATION

August 7, 2012

DATE COMPLETED

Jeannie Nestojko

MASTER CATECHIST (PRINT)

MASTER CATECHIST SIGNATURE

Applications (Specialization) Phase ²

CENTER LOCATION

DATE COMPLETED

SPECIALIZATION FACILITATOR (PRINT)

SPECIALIZATION FACILITATOR SIGNATURE

Practicum Phase ³

PRACTICUM LOCATION

DATE COMPLETED

MASTER CATECHIST (PRINT)

MASTER CATECHIST SIGNATURE

Rev. 201110

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NOTES

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It is the responsibility of the Candidate to present this progress transcript to the Master Catechist for their signature upon fulfillment of the requirements for completion of the Theology Phase.

It is the responsibility of the Candidate to present this progress transcript to the Specialization Facilitator for their signature upon fulfillment of the requirements for completion of the Applications (Specialization) Phase.

It is prudent for the Candidate to make a copy of this form upon completion of both the Theology Phase Record and the Applications (Specialization) Phase Records.

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² Upon fulfillment of the requirements for the Applications (Specialization) Phase, the Specialization Facilitator is to complete the record and return this form to the Candidate.

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All appropriately completed transcripts received by July 1st at the Archdiocesan Office of Religious Education will be processed to allow for the certification of candidates and the issuance of certificates in the Fall.

Transcripts received after July 1st may be held over until the following year.

**Catechist Commissioning usually takes place on the Second Sunday of September
at the
Cathedral of Our Lady of the Angels**

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Office of Religious Education
Archdiocese of Los Angeles



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Deirdre

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MASTER CATECHIST SIGNATURE

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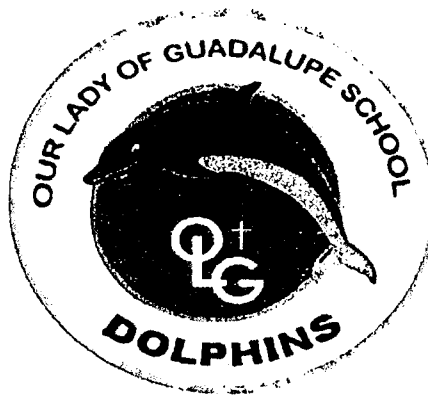
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Cathedral of Our Lady of the Angels

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OUR LADY OF GUADALUPE FACULTY HANDBOOK 2014-15



OUR LADY OF GUADALUPE CATHOLIC SCHOOL

ROMAN CATHOLIC ARCHDIOCESE OF LOS ANGELES

OLG0505

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**MISSION STATEMENT
ARCHDIOCESE OF LOS ANGELES**

We, the People of God of the Archdiocese of Los Angeles,
humbly accept our mission
to continue the redemptive work of Jesus Christ.

Baptized into the Body of Christ,
confirmed in the Holy Spirit,
and nourished by the Word and Eucharist,
we share Christ's mission
of priest, prophet, and servant.

We affirm our oneness
with the Catholic Church throughout the world,
in communion with our Holy Father.
With the pastoral leadership of our Archbishop,
we collaborate in varied ways
to live and proclaim the Gospel.

Christ announced the reign of God.
As Church, we are the instrument
of this reign in the world.
We commit ourselves to build a community of faith and love.

With Christ, we bring good news to the poor.
We commit ourselves to eliminate
the many faces of poverty in our midst
--physical, spiritual and moral.

With Christ, we uphold the dignity of human life.
We commit ourselves to cherish each person
and to be faithful stewards of all God's creation.

With Christ, we affirm the bonds that unite us.
We commit ourselves to remove the barriers that divide people in the large, complex and multicultural
society of Southern California.

We dedicate our parish communities, and our schools, institutions, ministries, and organizations to fulfill
this mission under the loving patronage of Mary, Queen of the Angels.

Our Lady of Guadalupe School

STATEMENT OF COMMITMENT TO CORE VALUES

Dedicated to our mission and recognizing the special pastoral administrative roles we fulfill in the service of the people of God, we, the lay employees, priests and religious of OLG commit ourselves to live and reflect core values that emanate from and further that mission. These values are:

- Service to others
- Christian dignity and respect
- Commitment to community
- Collaboration in ministry

The essence of our work is service to each other and to our students, their parents, and the parishioners of OLG. That service is rooted in the gospel model of servant leadership.

Christian dignity and mutual respect are the values that characterize our personal relationships and working environment. Our professional relationships must reflect our belief that we are called to love one another.

*I give you a new commandment: Love one another.
As I have loved you, so you also should love one another.
Jn. 13:35.*

Our ministry is blessed and strengthened by a community and personal prayer life as well as social activities that promote unity and morale among us. A dedication to continuous development of Christian community requires that the overall good of the community takes precedence over the personal goals and ambitions of individuals.

We serve in an environment that requires and promotes good interpersonal relations and collaboration with other employees within OLG as well as organizations throughout the archdiocese. Such a cooperative environment breaks down the barriers that divide individuals and encourages a unity of purpose throughout the organization.

INTRODUCTION

Welcome to Our Lady of Guadalupe School

We are pleased to have you join us in service to the Church. In accord with our respect for the dignity and worth of each individual, we recognize that our co-workers, whether priests, religious or laity, work in a collaborative way to carry out the mission of the Church. Those who work within the Church are called, in a special way, to develop that family spirit which motivates a person to render loyal, generous and efficient service for the honor and glory of God.

Aware that all persons have been endowed with God-given gifts, which contribute to the mission of the Church, we try to affirm each person's dignity through personal recognition and through appropriate compensation for services performed. We strive to treat everyone according to Christian principles of justice and charity. To this end, we encourage personal and professional growth, open communication, teamwork, and a respectful and supportive attitude toward all.

In turn, we expect all priests, religious, and lay persons who serve in the school to strive for excellence in performance and to adhere to professional standards. We wish you to join us in fostering a spirit of teamwork and a feeling of participation to balance the goals of meeting school objectives and enhancing individual potential.

This handbook is a general guide, providing brief explanations of various policies and procedures that apply to you. The policies and procedures in this handbook are subject to change by the archdiocese. Further information is available through the person in charge.

We hope that you will enjoy serving others in the Christian spirit of love and generosity. We will be able to achieve our mission and goals only through your cooperation and quality of service.

NOTE:

Throughout this Handbook the term "person in charge" refers to:

- (1) the principal of an elementary school;**
- (2) the principal where the preschool is operated as part of an elementary or high school in the Archdiocese; or**
- (3) the preschool director for preschools that are operated through the parish or as an independent program at a parish or other location.**

1. EMPLOYMENT

Zero Tolerance Policy

The Archdiocese of Los Angeles will not knowingly assign or retain a priest, deacon, religious, lay person or volunteer to serve in its parishes, schools, pastoral ministries or any other assignment when such an individual is determined to have previously engaged in the sexual abuse of a minor.

Employment Policy

The school treats all school employees equally based on merit, competence, and qualifications. Employment decisions will not be made on the basis of race, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, pregnancy, veteran status or political affiliation. The school may make employment decisions based on religious preferences and other religious needs, criteria and policies.

These policies apply to hiring, promotion, transfer and termination. The school reserves the right to be the sole judge of merit, competence and qualifications, and can favor Catholic applicants and Catholic co-workers in all employment decisions. The school makes every effort to hire employees into positions that will use their abilities most effectively and meet the needs of the school. Under no circumstance will an applicant be hired or an employee retained who has been convicted of a crime of moral turpitude.

The school uses job-related criteria in making employment selection decisions. Selection criteria are based on the specific applicant's job skills relative to the essential functions of the job and the minimum qualifications and responsibilities of the job vacancy for which the applicant has applied. All staff are expected to fulfill the essential functions of the job with or without reasonable accommodation for any disability

Except as provided otherwise in written agreements, the employer-employee relationship is employment "at will," which means that either the employee or the employer can terminate the employment relationship at any time for any reason, with or without notice. That is, this relationship does not imply a guarantee of employment or any contractual obligation.

Employment of Relatives

If a person you consider to be an immediate family member (e.g., spouse, child, parent, sibling, person in legally recognized relationship, in-laws) is also employed by the school, employment is not restricted unless a conflict of interest arises. This could happen when one supervises the other or when one monitors and/or audits the work of the other, or when staff morale is adversely affected by the family members' joint employment. In that event, the school reserves the right to make a different work assignment or, if such a reassignment is not possible, to leave it up to the family members involved to decide who will resign.

Conflict of Interest

Employment by the school carries with it a responsibility to act in an ethical manner. All employees are expected to refrain from any transaction where their own interests or the interests of those considered family may conflict with those of the archdiocese. More specifically, employees cannot accept, offer or endorse any payment or gift, unless it is in the normal course of business following open, legal and authorized procedures. These rules do not, of course, include birthday or Christmas remembrances, business meals of reasonable value or other gifts of nominal value.

- Provide advice regarding academic subjects and student progress in school
- Give limited guidance to students who present with non-academic personal issues or situations
- Provide referrals to marriage and family counselors, child psychologists, licensed academic psychologists, psychiatrists and similar professionals for diagnosis and treatment. If the school gives referrals to parents, the list must include at least three names of qualified persons or entities
- Retain, where necessary, appropriate professionals to provide educational testing that is needed for assessment of a student's academic ability, learning patterns, achievement motivation and personality factors directly related to academic learning problems, or psychological counseling services for the school. Prior to entering into such a contractual relationship, the person in charge should ensure that the person is credentialed, licensed or otherwise properly qualified and coordinate with the Department of Catholic Schools for referrals to qualified counselors

In cases of actual or suspected child abuse or abuse of vulnerable adults, the Archdiocesan Victims' Assistance Ministry is available as a resource. The Victims' Assistance Ministry provides outreach and guidance to those suffering from abuse or neglect; sponsors a faith-based trauma recovery program; and assists in informing parish, school, archdiocesan and governmental authorities of the allegations of abuse. Referral to the Victims' Assistance Ministry is not a substitute for mandated reporting of suspected abuse or neglect. Such a report must be made in accordance with archdiocesan policy.

Harassment and Non-Discrimination Policies

The school strives to create a work environment where all persons treat each other with dignity, charity, and respect in accord with Christian principles and the social teachings of the Church. Therefore, the school is committed to providing a work environment that is free from harassment and discrimination in any form.

Harassment of or discrimination against any person working for the school by any other employee (lay, religious, or clergy) is strictly prohibited. Schools will treat allegations of harassment or discrimination seriously and will investigate such allegations promptly, confidentially and in a manner that is appropriate to the claim. Retaliation against any individual for making a complaint of harassment or discrimination or for participating in a harassment or discrimination investigation is strictly forbidden. Retaliation constitutes a violation of this policy.

A charge of harassment or discrimination or retaliation shall not, in and of itself, create the presumption of wrongdoing. However, substantiated acts of harassment or discrimination or retaliation will result in disciplinary action, up to and including termination.

4.1.e. Non-Discrimination Policy

Employment decisions will not be made on the basis of race, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, pregnancy, veteran status or political affiliation. Schools may make employment decisions based on religious preferences and other religious needs in accordance with applicable law.

These policies apply to hiring, promotion, transfer and termination. Schools reserve the right to be the sole judge of merit, competence and qualifications, and can favor Catholic applicants and Catholic co-workers in all employment decisions. **Modeling, teaching of and commitment to Catholic religious and moral values are considered essential job duties; therefore, Schools may make employment decisions based upon the nature and effectiveness of an employee's performance of these duties.** Schools make every effort to hire new employees into positions that will most effectively use their abilities and where they can best achieve both personal satisfaction and career growth.

Job-related criteria are used in making employment selection decisions. Selection criteria are based on the specific applicant's job skills relative to the essential functions of the job and the minimum qualifications

and responsibilities of the job vacancy for which the applicant has applied. All employees are expected to fulfill the essential functions of the job with or without reasonable accommodation for any disabilities or medical condition they may have.

4.1.f. Harassment

Harassment can occur in the work place when individuals are subjected to hostile or intimidating treatment because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or pregnancy. It may occur at any time during work or during work-related business. It may include, but is not limited to, any or all of the following forms:

- Verbal harassment such as derogatory, offensive or inappropriate comments and jokes; threatening words spoken to another person
- Physical harassment such as unwanted physical touching, contact, assault, deliberate impeding or blocking of another's movements, or any intimidating interference with normal work or movement
- Visual harassment such as the display or circulation of (including by e-mail or similar transmission) derogatory, demeaning or inflammatory posters, cartoons, written words, drawings and gestures
- Sexual harassment including unwelcome sexual advances, requests for sexual favors, other verbal or physical conduct of a sexual nature when any or all of the following apply:
 - Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment
 - Submission to or rejection of such conduct by an individual is used as the basis for employment decisions
 - Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or of creating an intimidating, hostile or offensive working environment

Specific examples of sexual harassment include, but are not limited to, the following.

- Making unsolicited sexual advances and propositions
- Using sexually degrading words to describe an individual or an individual's body
- Displaying sexually suggestive objects or pictures
- Telling inappropriate or sexually related jokes
- Making reprisals, threats of reprisals, or implied threats of reprisals following a negative response to sexual advances
- Offering employment benefits such as promotions, favorable performance evaluations, preferred duties or shifts, recommendations, reclassifications, etc., in exchange for sexual favors
- Persistent and unwelcome flirting, kissing, massaging, leering or intimate touching

4.1.g. Obligations

It is the responsibility of all archdiocesan parish schools to:

- Implement these policies through regular meetings with faculty, staff and the pastor, ensuring that everyone understands the policies and their importance
- Make all faculty and staff members aware of these policies and of the school's commitment toward their strict enforcement
- Remain watchful for conditions that create or may lead to a hostile or offensive work environment
- Establish practices designed to create a work environment free from improper discrimination, intimidation, harassment or retaliation

It is the responsibility of ALL PERSONS ministering in the schools to:

- Conduct themselves in a manner which contributes to a positive work environment
- Avoid any activity that may be considered discriminatory, intimidating, retaliatory or harassing
- Inform anyone who they believe is harassing them that the behavior is offensive and unwelcome
- Report all incidents that they consider to be discrimination, intimidation, retaliation or harassment to the person in charge, or to the regional supervisor
- Discontinue any conduct that others have told them is considered to be discriminatory, harassing, intimidating, unwelcome or retaliatory

4.1.h. Reporting and Investigation of Harassment, Discrimination or Retaliation

See Appendix E: *Grievance Process*.

If the complaint is against a non-employee such as a parent, parishioner, volunteer or vendor, the school will take steps to address the matter, or to advise, as appropriate, vendors or other third parties of the allegations so that the vendor or third party can investigate the situations.

Breastfeeding Policy

The school will provide a reasonable amount of break time to accommodate an employee who wants to express breast milk for her infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Break time for a non-exempt employee that does not run concurrently with that employee's authorized rest time will be unpaid.

The school will make reasonable efforts to provide the employee with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area, for the employee to express milk in private. The room or location may include the place where the employee normally works if it is sufficiently private. The school is not required to provide break time if doing so would seriously disrupt the school's operations.

Copyright and Video Screening Policy

The Copyright Act, 17 U.S.C. § 101-122, protects all original created works, "fixed in any tangible medium of expression," including the airwaves or the internet. Everyone should respect the rights of creators of these works. See Appendix F.

Electronic Communications Policy

The school's electronic communications systems include, but are not limited to, e-mail, voice mail, facsimile machines, stand-alone or networked computers, the Intranet, the Internet and the World Wide Web. Electronic communications devices include, but are not limited to, phones, computers, laptops, electronic notebooks, audio and video equipment, iPods™, MP3™ players, smart phones, and other wireless equipment. All users of electronic communications systems and devices must comply with the *Electronic Communications Policy*.

The policy also applies to any electronic communications devices brought from home and used on school premises during school hours for school purposes or in such a manner that the school may be held responsible for their use. See Appendix G.

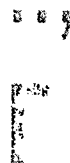
Solicitation and Distribution Policy

The school prohibits outside persons as well as staff from making solicitations and/or distributing materials without authorization by the person in charge.

REPORT OF FINDINGS

OUR LADY OF GUADALUPE SCHOOL

340 Massey Avenue
Hermosa Beach, CA 90254
310-372-7486
DIOCESE OF LOS ANGELES



*Western Catholic
Educational Association*

AND

WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES

IMPROVING STUDENT LEARNING

A SELF STUDY PROCESS
FOR CATHOLIC ELEMENTARY SCHOOLS

MARCH 13, 14, 15, 2012

The school is planning to create a three to five year strategic plan with the focus on increasing enrollment. The strategic plan needs to also address current over-staffing and teacher qualifications as it affects parental perceptions of the school.

How effectively has the school used external resources to supplement tuition, fees, and fund-raising?

Fundraising accounts for \$50,000-\$75,000, mainly from the annual Fiesta and Casino Night, and the school does receive a couple of tuition grants from the Archdiocese as well as money from an endowment, the Niland Fund. The main source of supplemental funding is directly from the parish, which has become reticent to continue such a large subsidy to the school.

How effective is the school at planning for its long-term viability?

The school is planning to create a three to five year strategic plan with the focus on increasing enrollment. There is a newly formed school board that will be able to assist with this process which must include assuring prospective parents of highly qualified faculty. Additionally, attention to staffing ratios to student enrollment must also be considered in the strategic plan for school sustainability.

Chapter 4: The Action Plan

A. Design and Alignment of the Action Plan with the Self Study Findings

Accreditation Factor #11 (*The Action Plan addresses the school's critical goals to enhance student learning that supports high achievement of all students of the Schoolwide Learning Expectations, Arch/diocesan curriculum standards (local curriculum standards where Arch/diocesan standards don't exist), and other institutional and/or governing authority expectations.*)

Schoolwide Lists of Significant Accomplishments and Critical Goals

Schoolwide Significant Accomplishments (the eight most significant)

1. Revised Schoolwide Learning Expectations (SLEs) that emphasize the whole child – mind, body and spirit.
2. Creating a preschool within Our Lady of Guadalupe School
3. Introducing SMART boards in the classroom
4. Technology integration into all subject areas with web-based and text-supported materials
5. Summer School Program
6. Leveled junior high math program to reduce gaps in acquisition of math concepts
7. Creating and developing our new school board to assist our pastor and principal
8. Families utilize the Private School Assistance Service (PSAS) program so that reporting present financial conditions is done objectively off site, with all due respect to families and applies a leveled and consistent qualification system.

Critical Goals (identified by school)

1. The faculty and administration need to pursue their Catechetical certification

2. All teachers to be credentialed
3. Part-time school psychologist
4. Systemize the use of STEP/MAP (The Archdiocese of Los Angeles Support Team Education Plan/Minor Adjustment Plan)
5. Investigate and adopt new reading program for grades 2 - 5

How effectively did the school identify critical goals that are focused on improving student learning?

Our Lady of Guadalupe has effectively identified critical goals in order to support high achievement for all students. All teachers obtaining a credential, Catechetical certification to deepen understanding of our Catholic faith, and training in STEP/MAP will all support high achievement for students at the school.

How effectively does the Action Plan align with and address the school's critical goals in order to support high achievement of all students?

The five critical goals identified by OLG, though valid for supporting high achievement for all students, do not address the six-figure deficit which threatens the sustainability of the school. The goals do address the fact that more than half of the faculty is un-credentialed which strongly affects prospective parents' perception of the quality of education available at OLG, therefore hindering enrollment growth.

PLEASE NOTE: The Visiting Committee is not required to complete either of the next two optional parts. If either or both of these parts are not used, the Visiting Committee should put *NIA* in place of the narrative. If either optional part is used, the Visiting Committee must have identified and clearly supported the need for this modification or new critical goal in the *Report of Findings* narrative.

OPTION A: If the finding of the Visiting Committee is that one of the school's critical goals should be modified, the Visiting Committee should write a narrative describing what modifications are needed, and the rationale for these modifications.

NIA

OPTION B: *Critical Goal Identified by the Visiting Committee:*

1.

If the finding of the Visiting Committee is to replace a school's critical goal in the school's Action Plan, the Visiting Committee should identify which goal is to be replaced, and write a brief rationale for the school to use in incorporating this new critical goal identified by the Visiting Committee into the school's Action Plan. NOTE: Because there can be no more than two critical goals from the Self Study incorporated into the School's Action Plan, the Visiting Committee recommendation will replace one of the school's two critical goals.

EXHIBIT 10

From: April Beuder <abeuder@ourladyofguadalupeschool.org>
Date: Tue, Feb 12, 2013 at 10:02 PM
Subject: Fwd: RW
To: Sara Kersey <kerseys@gmail.com>

----- Forwarded message -----

From: April Beuder <abeuder@ourladyofguadalupeschool.org>
Date: Tue, Feb 12, 2013 at 10:01 PM
Subject: RW
To: Deirdre and Chris <Deechr1602@aol.com>

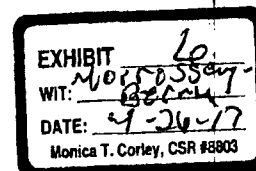
Hi Deirdre,

I hope you had a nice birthday and that everyone was good to you! I am scheduled to complete an accreditation visit at St. Michael's Catholic Church on Wednesday and Thursday. If the current LAPD situation calms down, I will be off campus. If not, I will stay at OLG. I'm letting you know because I want to touch base with you regarding Reader's Workshop to see if I can help you in any way. Please let me know if you would like me to arrange for Sara to come in more frequently to support you as you implement Readers Workshop.

April

--
Mrs. April Beuder
Principal
Our Lady of Guadalupe School
340 Massey Street
Hermosa Beach, CA 90254
310-372-7486

--
Mrs. April Beuder



Principal
Our Lady of Guadalupe School
340 Massey Street
Hermosa Beach, CA 90254
310-372-7486

6-2



Mr. Maurice Ben
June 2013

CATHOLIC IDENTITY AND PROFESSIONAL CONDUCT REVIEW FORM

This form, used in conjunction with the Classroom Observation form, is an essential element of the overall Teacher Evaluation Plan.

It is completed at least twice yearly, once in the first semester and once early in the second semester (before April 1) for each teacher.

The form is signed and dated by both the teacher and the principal, and retained in the teacher's personnel file.

If areas for improvement are identified, the principal and teacher meet to discuss the issues, make a plan for improvement, and set a date for a follow-up conference.

CRITERIA

Commitment to the Catholic Identity of the School

Check Areas for Growth

Reflects the Catholic school philosophy in words, actions and appearance	✓
Practices confidentiality; respects privacy of students, parents, faculty; avoids gossip	2
Actively participates in building the school's faith community by cooperation, service, and modeling Catholic values	

Professional Conduct

Adheres to all school policies: discipline, dress codes, media, etc.	✓
Displays good judgment in working with students, parents and faculty	
Keeps the principal informed of activities, problems and communications	
Displays openness to suggestions and constructive criticism from the school administration	
Maintains a reasonable record of attendance; arrives on time each day	
Is punctual for all school activities: yard supervision, meetings, etc.	
Deals amicably with the administration, faculty, parents and students; avoids public confrontations;	
Expresses disagreements respectfully and in the appropriate setting.	
Maintains professionally appropriate relationships with the faculty, students and parents	
Is prepared for class each day; completes lesson plans as required	
Shows evidence of long and short term curriculum planning	<i>In process</i>
Never leaves students unattended; is physically and mentally present to students at all times	
Maintains required school records: register, grade book, report cards, etc.	
Actively participates in faculty meetings and inservices	
Uses correct and appropriate oral and written language at school	
Carefully maintains school property and materials	
Maintains a safe, orderly and clean classroom	

EXHIBIT
WIT: *Morrissey*
DATE: *4-26-17*
Monica T. Corley, CSR #8803

Commitment to the Catholic Identity of the School

☒

Meets Expectations

☐

Needs Improvement in these areas:

1. _____
2. _____
3. _____

Comments (include suggestions for improvement, timeline and date for follow-up conference, if appropriate):

Mr. Mourry has created a kind and respectful classroom community. He models Christian values for his students.

Professional Conduct

☒

Meets Expectations

☐

Needs Improvement in these areas:

1. *Continue to implement Reader/Writer Workshops -*
2. *specifically - integrate conferencing and*
3. *more time on text*
4. _____

Comments (include suggestions for improvement, timeline and date for follow-up conference, if appropriate):

Mr. Mourry is to be commended for her contributions to faculty meetings in the areas of technology, curriculum mapping and collaboration. A goal for 2013-14 is full implementation of Reader/Writer Workshops.

Principal's Signature

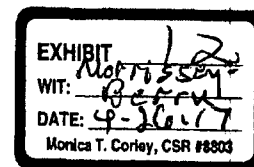
Date

Deirdre Mourry-Berri

Date

6-4-13

EXHIBIT 12



TEACHER EMPLOYMENT AGREEMENT—ELEMENTARY

Exempt

Department of Catholic Schools Archdiocese of Los Angeles

Name of School: Our Lady of Guadalupe School

Name of Teacher: Deirdre Morrissey-Bertr

Start Date: July 1, 2013 End Date: June 30, 2014

1. Term. The School ("School") and you (the "Teacher") make this Employment Agreement ("Agreement"), effective on the date below, for the period shown above (the "Term"), for you to serve as a member of our faculty.

2. Philosophy. The mission of the School is to develop and promote a Catholic School Faith Community within the philosophy of Catholic education as implemented at the School, and the doctrines, laws and norms of the Roman Catholic Church. All your duties and responsibilities as a Teacher shall be performed within this overriding commitment. If you are Roman Catholic you must be in good standing with the Church.

3. Duties. Your position will be that of a Teacher. You shall use your best professional efforts and skills to perform your duties in a diligent, energetic, competent, and ethical manner, consistent with the School's established policies, directives and expected practices. You acknowledge that the School operates within the philosophy of Catholic education and retains the right to employ individuals who demonstrate an ability to teach in accordance with this philosophy. You understand and accept that the values of Christian charity, temperance and tolerance apply to your interactions with your supervisors, colleagues, students, parents, staff and all others with whom you come in contact at or on behalf of the School. In both your professional and private life you are expected to model and promote behavior in conformity to the teaching of the Roman Catholic Church in matters of faith and morals. Your duties shall include careful preparation and planning for each class consistent with School and departmental curriculum; diligent review and evaluation of student work and related communication to students and parents; and, as needed, conferring with students, the administration, and parents regarding each student's progress and development. You also shall attend faculty/staff meetings and conferences, including those prior to and following the School's regular academic year, participate in School activities including School liturgical activities, as requested, and complete other duties as assigned. You agree to maintain the levels of competency in subject matter, teaching methods, classroom management, and student supervision required by the School whether on your own initiative or at the direction of the School. Your duties and job assignment may be revised during the Term to meet the School's needs. In the event the School's operations are extended by reason of fire, disaster, act of God, act of public authority or any other necessity or emergency cause, your services may be suspended for the time period and rescheduled as needed to complete the full School year.

4. Policies. You shall be familiar with, and comply with the School's personnel policies and procedures as they may be adopted or amended from time-to-time, including policies in the faculty handbook. You should refer to such documents for information relating to your employment, duties, and benefits. You shall be familiar with, abide by, and assist and cooperate with School administration in enforcing the School's policies for students and families whether outlined in our handbook(s), our School



policies, or other directives and expected practices (together "Policies"). You acknowledge that a copy of the faculty handbook has been made available to you. You understand and acknowledge that the policies do not constitute a contractual agreement with you.

5. Introductory Period. The first six (6) months of your employment as a new teacher at this School are considered your Introductory Period. You may be terminated at any point, with or without notice, with or without reason, during the Introductory Period. The Principal shall complete a performance appraisal at the end of your Introductory Period. Upon satisfactory completion of the Introductory Period, your employment will be continued through the Term of this Agreement except as noted under "Termination."

6. Termination. Your employment, and this Agreement, may be terminated during the Term without payment of salary or benefits beyond such date of termination, for any of the following reasons:

- I. The School may terminate for "cause," without any prior notice. Such "cause" shall be determined by the School within its reasonable judgment and shall include but not be limited to:
 - a) Failure to meet any of your duties as described in Paragraphs 3 and 4 above.
 - b) Inappropriate physical or social contact with students during school or otherwise.
 - c) Unprofessional or unethical conduct, insubordination, unauthorized disclosure of confidential information, or habitual or unreasonable tardiness or absence from duties.
 - d) Any criminal, immoral or unethical conduct that brings discredit upon the School or the Roman Catholic Church.
 - e) Unauthorized possession, sale, or working under the influence of controlled substances (except prescription medications taken as prescribed), intoxicants, or alcohol.
 - f) Threatening or causing bodily harm to others or other coercive and or intimidating acts, or any verbal or physical harassment.
 - g) Having a diploma, credential, permit, license or certificate denied, revoked or suspended.
 - h) Falsification of documents, false or misleading information on an application, resume, personnel record, professional or character reference, academic transcript, degree, or credential.
 - i) Any other breach of the terms of this Agreement.
- II. Either you or the School may terminate this Agreement without cause, for any reason within the sole discretion of the terminating party, upon 30 calendar days' prior written notice to the other party in a manner that is consistent with applicable law and on a time frame that is mutually agreeable to you and the Principal. However, you may not terminate employment under this Agreement if the termination is effective during the 30 days immediately prior to the beginning of the school year except by mutual agreement with the Principal. You acknowledge that a breach by you of this provision is a grave ethical violation, may harm the educational program for the students and may cause expenses and damages to the School.
- III. The School may terminate your employment if you are unable to perform the essential functions of your position and reasonable accommodation is not available or required under applicable laws.

The School's failure to invoke its right of termination on one occasion for the occurrence of a matter constituting a basis for discharge shall not affect the right of the School to invoke discharge when the same or a different basis for termination arises at a later date.



12-2

7. Renewal. Future employment will be determined on a year-to-year basis. You agree to give written notice to the School, on or before April 1, 2014, stating whether or not you wish to renew the Agreement. The School will give you written notice, on or before May 15, 2014, stating whether or not it intends to renew the Agreement for the following year or enter into any other type of employment relationship. In the absence of a notice by either party, this Agreement will lapse under its own terms. The Principal alone, with the approval of the Pastor, has the final and sole authority with respect to offering contracts. This Agreement is contingent upon sufficient School enrollment and the School's financial condition. If the enrollment or the School's financial condition does not justify the staffing, the Principal has discretionary power to make decisions regarding personnel reduction including, but not limited to, modification or cancellation of this Agreement. If the School closes for any reason, this Agreement will be considered terminated on the date of the closure. If this Agreement is cancelled due to lack of enrollment or the School's financial condition or is terminated because of School closure, you will be paid through the date of cancellation or closure; no further payments will be due to you. You understand that tenure is not granted by Archdiocesan Schools and upon expiration or termination of the Agreement for any reason you shall have no right to employment or preferential treatment regarding employment at any other Archdiocesan School. There is no implied duty by you or the School to renew this Agreement, and no cause whatsoever is required by either party for non-renewal. Any other arrangement with respect to renewal, extension or duration of employment is valid only if in writing, executed by you and the Principal, with the approval of the Pastor.

8. Severability. If, for any reason, any one or more of the provisions of this Agreement shall be held or deemed to be legally invalid or unenforceable, that shall not have any effect on any of the other provisions of this Agreement, all of which shall remain in full force and effect.

9. Entire Agreement. This Agreement contains the complete and entire agreement between you and the School, and it supersedes all prior offers, agreements, commitments, understandings, whether oral or written. No changes to this Agreement may be made except by a document signed by you and the Principal, with approval of the Pastor.

10. Applicable Law. This Agreement is entered into under, and governed by, the laws of the State of California.

11. Dispute Resolution and Grievances. You and the School agree to attempt to resolve any disputes in good faith. Any unresolved dispute between you and the School arising out of or in any way related to your employment or termination, shall be subject to the Grievance Procedures promulgated by the Archdiocesan Department of Catholic Schools and no legal actions may be taken until all procedures have been fully discharged. This clause is intended to provide a speedy, economical and exclusive forum for resolving claims; its existence shall not imply any limitations upon the School's right to manage its affairs or terminate any employment.

12. Condition Precedent. You understand and agree that condition precedents of this Agreement are the receipt of the Criminal Record Summary report from the California Department of Justice and the Federal Bureau of Investigation, the completion of the I-9 Form from the Immigration and Naturalization Service, and the completion of the other relevant health and document requirements of the School.



13. School Day and Work Schedule.**Full Time Teacher**

As a full time Teacher, you understand that a regular class day at the School requires approximately 8 hours of work. You will also devote additional time to other assigned school responsibilities and in preparation and assessment activities at hours not during the regular class day. The School's regular class day is from 7:30 a.m. to 3:30 p.m.

14. Base Compensation.

Base Salary: \$ 46,558

15. Additional Compensation For Designated Responsibility (If Any):

Note: Calculations and Additional Compensation for designated responsibility are based on anticipated time commitment and skills.

Responsibility	Additional Compensation
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Additional Compensation:	\$ _____

16. Payment Schedule.

Compensation for all teachers will be distributed on a ☒ semi-monthly ☐ bi-weekly schedule

Date of first payday: 8/30/13 Date of last payday: 6/30/14

17. Available Benefits.

See Archdiocese of Los Angeles Lay Employees Benefit Guide
Full-time Faculty sick days: 10 days per school year.

18. Education And Professional Growth Requirements:

In accordance with the regulations for salary placement and professional growth requirements, you agree that you will complete the following requirements to be eligible to be offered an employment agreement for the next school year.

- ☐ Enroll in California Teaching Credential program.
- ☐ Complete at least _____ units toward a California Teaching Credential.
- ☐ California Teaching Credential program must be completed by July 1, 20____ for an Elementary School Faculty Employment Agreement to be offered for the 20____ - 20____ academic year.

☒ Other Requirements:

fully implement Readers/Writers Workshop.



12-4

By: [Signature] April Bender 6-4-13
Principal's Signature Print Name Date

I accept a position as Teacher at A.S.S. School on each and all of the terms and conditions set forth in the above Agreement.

By: A. Deirdre Morrissey-Berra A. Deirdre Morrissey-Berra 6-4-13
Teacher's Signature Print Name Date

Approval by Pastor required (this Agreement is not binding until executed by Pastor)

Pastor's Signature Print Name Date

Give copy to the teacher and file the original in his/her personnel file.

12-5

EXHIBIT 13

Hi April,

Yes, same timeframe, 11:15-12:15 and I just got confirmation from Dr. Kersey.
Yes, you are right: our objective this year is READING. I guess I thought she wanted Writing based on her subject line, I thought it was either/or.....

Deirdre

-----Original Message-----

From: April Beuder <abeuder@ourladyofguadalupe.school.org>

To: Deirdre and Chris <deechr1602@aol.com>; Sara Kersey <kerseys@gmail.com>

Sent: Thu, Oct 17, 2013 10:11 am

Subject: Re: RW and WW schedule for Friday

Thanks Deirdre! Same timeframe, right? 11:15-12:15?
April

On Thu, Oct 17, 2013 at 8:40 AM, Deirdre and Chris <deechr1602@aol.com> wrote:

OK. Will re-schedule Writer's for Reading...

-----Original Message-----

From: April Beuder <abeuder@ourladyofguadalupe.school.org>

To: Deirdre and Chris <deechr1602@aol.com>

Cc: Sara Kersey <kerseys@gmail.com>

Sent: Thu, Oct 17, 2013 6:40 am

Subject: Re: RW and WW schedule for Friday

Good morning Deirdre,

Please adjust your schedule so that Sara can visit during Readers Workshop. I suggest you do Readers Workshop instead of Writers on Friday, because full implementation of RW is the school-wide expectation at this point. There is certainly no harm in extra reading support for your students, right?

Also, please give me a copy of the start of year reading levels for your class. Somehow I must have missed them!

Thank you,

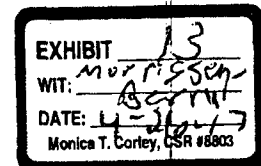
April

On Thu, Oct 17, 2013 at 6:34 AM, Deirdre and Chris <deechr1602@aol.com> wrote:

Hi Sarah,

I wrote back to you days ago, that my schedule was 11:15-12:15. I have done

MORRISSEY-BERRU 90





David Manning-Berra
November 14, 2013

CATHOLIC IDENTITY AND PROFESSIONAL CONDUCT REVIEW FORM

This form, used in conjunction with the Classroom Observation form, is an essential element of the overall Teacher Evaluation Plan.

It is completed at least twice yearly, once in the first semester and once early in the second semester (before April 1) for each teacher.

The form is signed and dated by both the teacher and the principal, and retained in the teacher's personnel file.

If areas for improvement are identified, the principal and teacher meet to discuss the issues, make a plan for improvement, and set a date for a follow-up conference.

CRITERIA

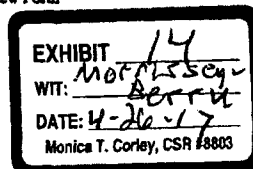
Commitment to the Catholic Identity of the School

Check Areas for Growth

Reflects the Catholic school philosophy in words, actions and appearance	✓
Practices confidentiality; respects privacy of students, parents, faculty; avoids gossip	
Actively participates in building the school's faith community by cooperation, service, and modeling Catholic values	

Professional Conduct

Adheres to all school policies: discipline, dress codes, media, etc.	✓
Displays good judgment in working with students, parents and faculty	
Keeps the principal informed of activities, problems and communications	
Displays openness to suggestions and constructive criticism from the school administration	
Maintains a reasonable record of attendance; arrives on time each day	
Is punctual for all school activities: yard supervision, meetings, etc.	
Deals amicably with the administration, faculty, parents and students; avoids public confrontations;	
Expresses disagreements respectfully and in the appropriate setting.	
Maintains professionally appropriate relationships with the faculty, students and parents	
Is prepared for class each day; completes lesson plans as required	
Shows evidence of long and short term curriculum planning	
Never leaves students unattended; is physically and mentally present to students at all times	
Maintains required school records: register, grade book, report cards, etc.	
Actively participates in faculty meetings and inservices	
Uses correct and appropriate oral and written language at school	
Carefully maintains school property and materials	
Maintains a safe, orderly and clean classroom	



OLG 0195

Commitment to the Catholic Identity of the School

Meets Expectations



Needs Improvement in these areas:

1. _____
2. _____
3. _____

Comments (include suggestions for improvement, timeline and date for follow-up conference, if appropriate):

Thank you for all the extra time and energy you devote to our school masses (Saints, St. Patrick, Saints Awards)

Professional Conduct

Meets Expectations



Needs Improvement in these areas:

- *1. continue to implement
2. Reader Workshops specifically
3. the confessions.
- *4. begin to implement Writer Workshop in the new year (Jan. 2014)

Comments (include suggestions for improvement, timeline and date for follow-up conference, if appropriate):

Mrs. Manning-Barron has been working towards full implementation of Reader Workshops since Jan 2013. Full implementation can be expected by Jan 2014.

Principal's Signature

Date

Deirdre Morrissey-Barron

Date

11-14-13

(SPACE BELOW FOR FILING STAMP ONLY)

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6 Attorneys for Defendant
OUR LADY OF GUADALUPE
7 SCHOOL

8
9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11

12 AGNES DEIRDRE MORRISSEY-
BERRU, an individual

13 Plaintiff,

14 vs.
15

16 OUR LADY OF GUADALUPE
SCHOOL, a California non-profit
17 corporation and DOES 1 through 50,
inclusive

18 Defendants.
19

CASE NO. 2:16-CV-09353-SVW-AFM

[Assigned to Hon Stephen V. Wilson]

20 **DECLARATION OF APRIL**
BEUDER IN SUPPORT OF
MOTION OF DEFENDANT FOR
SUMMARY JUDGMENT

Date: September 18, 2017
Time: 1:30 p.m.
Ctm: 10A

(Filed concurrently with Appendix of
Evidence; Statement of Uncontroverted
Facts; [proposed] Judgment; Notice of
Lodgment of [proposed] Judgment;
Notice of Lodgment of Statement of
Uncontroverted Facts)

Action Filed: December 19, 2016

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1 I, APRIL BEUDER, declare as follows:

2 1. I am making this Declaration in support of Defendant's Motion for
3 Summary Judgment, or Alternatively, Partial Summary Judgment in the above-
4 captioned action filed by Plaintiff AGNES DEIRDRE MORRISSEY-BERRU,
5 ("Plaintiff"). I have personal knowledge of the facts set forth herein, which are known
6 by me to be true and correct, and if called as a witness, I could and would competently
7 testify thereto.

8 2. I have had a total of twenty three years working in Catholic education.
9 Before joining Our Lady of Guadalupe School I was working as a vice principal at
10 American Martyr's School. I was hired by Our Lady of Guadalupe School in March of
11 2012 at age 51.

12 3. Our Lady of Guadalupe School was established to serve the educational
13 needs of the children of the Our Lady of Guadalupe parish. As part of Our Lady of
14 Guadalupe's parish, Our Lady of Guadalupe School is a non-profit religious association
15 under the jurisdiction of the Archdiocese of Los Angeles. The pastor is the ex-officio
16 chief administrative officer of the school who carries out the policies of the
17 Archdiocesan Advisory Board.

18 4. The faculty and staff of Our Lady of Guadalupe School are committed to
19 faith – based education, which provides a quality Catholic education for the students
20 and strives to create a spiritually enriched learning environment, grounded in Catholic
21 social teachings, values, and traditions. The administration, faculty, and students
22 demonstrate their commitment to and support of the mission and philosophy of Our
23 Lady of Guadalupe School. True and correct copies of Our Lady of Guadalupe School's
24 mission and philosophy from the School website are attached to the Appendix of
25 Evidence as Exhibits 3-5.

26 ///

27 ///

28 ///

1 5. I am familiar with Plaintiff Deirdre Morrissey Berru's ("Plaintiff")
2 employment agreements during the time that I was her principal at Our Lady of
3 Guadalupe School. Her employment contracts specifically explain that:

4
5 The mission of the School is to develop and promote a Catholic School
6 Faith Community within the philosophy of Catholic education as
7 implemented at the School, and the doctrines, laws and norms of the
8 Roman Catholic Church. All your duties and responsibilities as a Teacher
9 shall be performed within this overriding commitment...

10 You acknowledge that the School operates within the philosophy of
11 Catholic education ... You understand and accept that the values of
12 Christian charity, temperance and tolerance apply to your interactions
13 with your supervisors, colleagues, students, parents, staff and all others
14 with whom you come in contact at or on behalf of the School. In both
15 your professional and private life you are expected to model and promote
16 behavior in conformity to the teaching of the Roman Catholic Church in
17 matters of faith and morals.

18 True and correct copies of Plaintiff Ms. Morrissey Beru's ("Plaintiff") employment
19 agreements for 2013-2014 and 2014-2015 are attached to the Appendix of Evidence as
20 Exhibits 12 and 21 respectively.

21 6. Plaintiff and the teachers at Our Lady of Guadalupe School all work/ed on
22 one-year fixed term contracts. Teacher contracts are only for one year at a time, and
23 renewal will be determined on a year to year basis. Our Lady of Guadalupe School has
24 no obligation to renew contracts. There is no implied duty by the school to renew the
25 fixed term employment agreements and no cause is required by either party for non-
26 renewal. This is explicitly stated in the employment agreements. (See Exhibits 12, 21.)

27 7. Our Lady of Guadalupe School maintains an employee handbook, and
28 Plaintiff was given access to it. Our Lady of Guadalupe School's policies prohibit
discrimination, harassment and retaliation. True and correct copies of pertinent excerpts
of the Employee Handbook are attached to the Appendix of Evidence as Exhibit 8. Our
Lady of Guadalupe School is also governed by the Administrative Handbook for the
Archdiocese of Los Angeles, (<http://handbook.la-archdiocese.org/>.) True and correct
copies of pertinent excerpts of the Administrative Handbook are attached to the

1 Appendix of Evidence as Exhibit 26.

2 8. Plaintiff was responsible for introducing her students to Catholicism and
3 giving students a groundwork for their religious doctrine. She was responsible for daily
4 religion instruction. She was also responsible for integrating our Catholic social
5 teachings, values, and faith traditions throughout the entire school day into all of her
6 classes and curricular areas. All of the courses that Plaintiff taught were expected to be
7 informed by faith-based education, and she was expected to instruct her students in a
8 manner consistent with the teachings of the Church.

9 9. Plaintiff was considered a catechist and expected to attend school-
10 sponsored retreats, faculty prayer services, and faith formation classes. In order to teach
11 religion, Plaintiff had to attend special catechetical training, obtain certification, and
12 required subsequent recertification classes. A true and correct copy of Plaintiff's
13 catechist certifications are attached to the Appendix of Evidence as Exhibit 7.

14 10. Plaintiff was also responsible for administering the yearly ACRE test
15 (Assessment of Children Religious Education) which is given to each 5th and 8th
16 grader to assess their knowledge of the Catholic Faith as well as their personal beliefs
17 and how their faith affects their decision-making and daily lives.

18 11. Plaintiff was expected to lead students in daily prayer, including but not
19 limited to, morning prayer, prayer before meals (snack/lunch), end of day, formal
20 prayers of intercession, devotional prayers, spontaneous, and more. In addition,
21 Plaintiff was expected to take her class to weekly mass, monthly school-wide masses,
22 various feast days, and additional prayer services throughout the year, including but
23 not limited to All Saints Day, Feast of Our Lady, Reconciliation, Stations of the Cross,
24 Lenten services, and Christmas.

25 ///

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28 ///

1 12. Plaintiff was expected to prepare her students to read/altar serve during
2 weekly masses, present petitions, and also for her classes' special school mass. Plaintiff
3 offered to lead students through additional school-wide masses and prayer services each
4 year that I was her administrator. Examples of additional school-wide masses/prayer
5 services led by Plaintiff include All Saints Day, St. Patrick's Day Mass, and Our Lady
6 of Guadalupe/Juan Diego Mass. Plaintiff was expected to participate in school liturgical
7 activities. She was also expected to attend faculty masses, retreats, and monthly family
8 masses.

9 13. Plaintiff also directed and produced a performance by the students of the
10 Passion of the Christ as part of the School's experience of the Sacred Paschal Triduum,
11 the summit of the liturgical year. Plaintiff also chose to plan a trip for her students to
12 Our Lady of Angels Cathedral in downtown Los Angeles every year for a tour of the
13 cathedral so they could experience mass, participate as altar servers, take a guided tour,
14 and learn more about the history and traditions of the Catholic faith.

15 14. Plaintiff was expected to provide students with opportunities to prayerfully
16 reflect on their faith formation and spiritual growth: both in written form as part of
17 religion instruction, in small groups/pairs, and also spontaneously, as the need presents
18 itself. These devotional exercises are in addition to leading students in daily prayer,
19 mass, and reconciliation,

20 15. Plaintiff instructed students using the textbook "Blest are We," which the
21 class would read every day, and complete the reflections, activities, and assessments
22 provided in the curriculum. As part of Plaintiff's instruction, students were expected to
23 learn and express the belief that Jesus is the son of God and the Word made flesh.
24 Plaintiff would teach students to be able to identify the ways that the church carries on
25 the mission of Jesus, understand the communion of saints, recognize the presence of
26 Christ in the Eucharist, locate and understand stories from the Bible that relate to the
27 Sacraments, to recognize the names, meanings, signs and symbols of each of the seven
28 sacraments, and understand original sin.

1 16. Students also received instruction from Plaintiff for taking part in a prayer
2 service of reconciliation, praying the Apostles' Creed and the Nicene Creed, celebrating
3 the sacraments, and recognizing the liturgical calendar and the celebration of the Sacred
4 Triduum, among numerous other religious topics.

5 17. Plaintiff's performance evaluations by me included an evaluation of the
6 Catholic identity factors in the classroom, whether there was visible evidence of the
7 sacramental traditions of the Roman Catholic Church in the classroom, and whether the
8 curriculum included Catholic values infused through all subject areas. True and correct
9 examples of various evaluations of Plaintiff I conducted which included evaluations of
10 these items are attached to the Appendix of Evidence as Exhibits 11 and 14.

11 18. When I started as the Principal of Our Lady of Guadalupe School, the
12 School was on the verge of closing and needed drastic changes to turn around declining
13 enrollment and restore the community's faith in the school. Indeed, the year before I
14 came on board, there was just one graduate in the eighth grade class. The parish was
15 having to heavily subsidize the school to keep the doors open.

16 19. In 2012, before I was hired, the School had been advised by the Western
17 Catholic Educational Association and Western Association of Schools and Colleges
18 accreditors that the school had failed to meet accreditation goals, including with regard
19 to improving the school's reading program. I was tasked with addressing these goals. A
20 true and correct copy of excerpts from the accreditor's formal report is attached to the
21 Appendix of Evidence as Exhibit 9.

22 20. I made improvement of the school's Reading and Writing Program a top
23 priority. Other goals of mine were to make the School a more inclusive community,
24 including for students with special needs, and to implement a healthy foods plan.

25 21. Because the declining enrollment in the upper grades was a serious
26 concern and resulted in subsequent overstaffing, I asked the 5th-8th grade teachers,
27 including Plaintiff, to formally re-apply for their positions for the 2012-2013 school
28 year. I formed a hiring committee which interviewed Plaintiff. Plaintiff did not score

1 well, but I still made the decision to hire Plaintiff. Plaintiff was 61 years old at the time
2 that I made this decision.

3 22. I immediately adopted a comprehensive reading and writing curriculum
4 and approach for the school, called Reader's and Writer's Workshop. The Workshop
5 emphasized the use of short "mini-lessons" followed by individual work that gave the
6 teacher an opportunity to confer with students and "differentiate" instruction among
7 students at different levels with different needs. Conferring, differentiation, and mini-
8 lessons were essential aspects of the Reader's and Writer's workshop.

9 23. My roll out of the Workshop was very extensive. I implemented
10 professional development courses for the teachers. I also hired an outside consultant,
11 Dr. Sarah Kersey, as a resource for the teachers to help them implement the program.
12 Dr. Kersey taught classes for the teachers about the curriculum, conducted classroom
13 visits and evaluations based on those visits, and met with the teachers to provide
14 observations and gave suggestions for improvement. Dr. Kersey observed and coached
15 all of the teachers, including Plaintiff, in the classroom. In order to support the teachers
16 in implementing the Workshop, I also instituted peer visits where the teachers would
17 visit other classrooms and observe lessons both on-site and at other schools. I also
18 established peer lesson studies where the teachers would evaluate each other's lessons. I
19 also established formal observations where I would come into the classroom and
20 evaluate Workshop lessons.

21 24. Despite all of the many measures I had put into place to provide support
22 for the teachers in implementing the Workshop, by the end of the 2012-2013 school
23 year, I felt that Plaintiff had not yet fully implemented the Reader's and Writer's
24 Workshop. My June 2013 Evaluation of Plaintiff provided that Plaintiff "need[ed]
25 improvement in continuing to implement Reader's and Writer's Workshop,
26 specifically integrating conferring and spending more time on text." I reviewed this
27 evaluation with Plaintiff and we both signed it. A true and correct copy of this
28 evaluation is attached to the Appendix of Evidence as Exhibit 11.

1 25. Similarly, when Plaintiff and I met to discuss the renewal of Plaintiff's
2 contract for the 2013-2014 school year, I specifically added an additional stipulation to
3 Plaintiff's 2013-2014 contract that stated "fully implement readers/writers
4 workshop." Plaintiff signed the contract. My clear expectation was that Plaintiff would
5 fully implement the Workshop during the 2013-2014 school year. (See Exhibit 12.)

6 26. I continued to try to provide Plaintiff with help in implementing Reader's
7 and Writer's Workshop. I also directed Dr. Kersey to provide extra support for Plaintiff
8 with the implementation of Reader's and Writer's Workshop. Nevertheless, during the
9 2013-2014 school year, both Dr. Kersey and I continued to have concerns about
10 Plaintiff's failure to implement Reader's and Writer's Workshop. Specifically, Dr.
11 Kersey advised me that she did not see evidence that Plaintiff was properly conferring
12 with the students or that the students were even writing in the classroom. Dr.
13 Kersey would write down her feedback and give a copy to Plaintiff, as well as a copy to
14 me. A true and correct copy of some of this feedback is attached to the Appendix of
15 Evidence as Exhibit 15. Dr. Kersey relayed her concerns with Plaintiff's failure to
16 implement Reader's and Writer's Workshop to me on many occasions.

17 27. I spoke with Plaintiff about concerns regarding her implementation of
18 Readers & Writers Workshop on many occasions. I also brought up Plaintiff's need to
19 confer with her students and to have her students spend more time on the text on
20 multiple occasions. (See e.g., Exhibit 10-14, 19.)

21 28. As of October 17, 2013, full implementation of Readers Workshop was the
22 school wide expectation. I reminded Plaintiff of this in an email I sent her, a true and
23 correct copy of which is attached to the Appendix of Evidence as Exhibit 13. In
24 Plaintiff's November 14, 2013 Professional Conduct Review Form, which I prepared
25 and reviewed with Plaintiff, I stated that Plaintiff needed improvement in Readers
26 Workshop and conferring. A true and correct copy of this Form is attached to the
27 Appendix of Evidence as Exhibit 14.

28 ///

1 29. I was very disturbed when I learned that Plaintiff had elected to re-teach
2 the exact same lesson to her students that she had taught them the day before when one
3 of the Our Lady of Guadalupe School teachers visited her class for a Peer Visit.
4 Academic time is so precious that I could not believe Plaintiff would subject her
5 students to this. Certainly the parents and the other teacher were not pleased. I spoke
6 with Plaintiff about this.

7 30. Then, in February 2014, all of the teachers were asked to bring a set of
8 writing samples from one of their lessons to be used for a Peer Lesson Study in the
9 subject of writing. This Lesson Study entailed bringing a class set of a writing
10 assignment, along with the rubric with expectations and feedback. The teachers were
11 informed about this exercise at least a month before it occurred. Despite the advance
12 notice of the Peer Lesson Study, Plaintiff first came with nothing in her hands. Plaintiff
13 said she left it in her classroom. I asked her to bring the lesson so she could participate
14 in the lesson study. Her peers waited for her while she went to her classroom to get the
15 lesson. She returned with a poor example of some student work and no rubric. The
16 teachers who reviewed the work said it was not developed. A true and correct copy of
17 the teacher feedback on this work is attached to the Appendix of Evidence as Exhibit
18 18.

19 31. All of the feedback I had been getting from Dr. Kersey, the other teachers,
20 and my own observations all came to a head when I attended Plaintiff's class for a
21 formal observation and evaluation of a Workshop lesson in March of 2014. The
22 Observation had been scheduled in advance at a time and date of Plaintiff's own
23 choosing. To my shock, when I attended Plaintiff's class to observe a Workshop lesson,
24 she failed to teach a lesson using the essential elements of the Workshop. Rather than a
25 mini-lesson followed by student time on text, conferring with the students and an
26 opportunity for differentiated instruction, Plaintiff spoke for 45 minutes. The students
27 did not pick up their pencils once. I was not able to complete the evaluation because
28 Plaintiff had not conducted a Workshop lesson. A true and correct copy of my

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1 Observation Report which reflects that I was unable to complete it as attached to the
2 Appendix of Evidence as Exhibit 19.

3 32. After the March 2014 Formal Observation where I did not see any
4 evidence of a Workshop lesson being taught, I met with Plaintiff to discuss what had
5 transpired. She did not take responsibility for what occurred.

6 33. The Workshop was not the only Program that I instituted that Plaintiff
7 seemed unable or unwilling to comply with. I had also instituted a healthy foods
8 program in the school. As such, parents were not to bring in sweets for their children's
9 birthday parties anymore, but Plaintiff continued to allow them to do so. She also even
10 continued to bring in unhealthy foods for the students *herself*. Both parents and teachers
11 complained to me about this. I also barred "extra credit" policies in order to address
12 grade inflation, but Plaintiff continued to provide an extra credit policy in her
13 classroom, one that was unrelated to academic content or merit.

14 34. These were not the only parental complaints I received about Plaintiff. A
15 parent complained that Plaintiff had barred her from ever communicating with her by
16 email. A true and correct copy of Plaintiff's email barring the parent from
17 communicating with her is attached to the Appendix of Evidence as Exhibit 22. I also
18 received parental complaints that Plaintiff's teaching was not rigorous enough (e.g.
19 excessive coloring and drawing as opposed to substantive learning).

20 35. In addition, I was responsible for administering the Archdiocesan
21 Inclusion program, which includes policies and procedures for identifying and
22 implementing minor adjustments for students with academic and behavioral issues,
23 including students with disabilities. Dr. Marianne Mitchell, the school psychologist,
24 was responsible for providing the teachers with support in implementing the Inclusion
25 program, based upon documentation in the form of a STEP or MAP (the "Plan"), which
26 designated concrete minor adjustments tailored for each student with special needs.

27 ///

28 ///

1 36. I received critical feedback from Dr. Mitchell on many occasions that
2 Plaintiff was not following the Plans and was not differentiating instruction for the
3 students with special needs. Dr. Mitchell complained to me on a constant basis that
4 Plaintiff was quite simply not doing the minor adjustments for the students that she was
5 being asked to do.

6 37. After the March 2014 Observation experience, I continued to monitor
7 Plaintiff's performance for signs of implementation of the Workshop but did not see
8 improvement. Because Reading and Writing was my top priority in turning around the
9 school and a directly stated critical goal by the Accreditation Team, I ultimately
10 determined that it would not be fair to the students to have Plaintiff continue to teach
11 Reading and Writing. The Workshop was a progressive system that became more
12 challenging as the students advanced in grade level, and I did not feel that I could
13 continue to send Plaintiff's students to the next grade, unprepared for the next steps in
14 the Workshop.

15 38. Accordingly, in mid-May 2014, I met with Plaintiff and told her that I
16 could not continue to have Plaintiff teaching Reading and Writing, and therefore could
17 not renew her contract. Plaintiff wanted to know if there was any way she could still
18 work at the school for another year, and I finally came up with the solution of offering
19 Plaintiff a part-time role for one year that would allow Plaintiff to keep teaching for one
20 year more, but avoid involvement with the Workshop.

21 39. This was not an easy work-around. I had to shuffle schedules and the
22 budget around in order to create an entirely new part time position in which Plaintiff
23 would teach 5th grade Religion, and 5th-7th Grade Social Studies. I had to hire another
24 part time teacher to teach 5th grade Reading and Writing. Having an extra part-time
25 teacher position was not financially sustainable for more than a year. Plaintiff signed
26 her employment agreement that provided for this part time position for the 2014-2015
27 school year on May 19, 2014. (See Exhibit 21.) She conveyed her gratitude to me for
28 assigning her this position.

1 40. In July 2014, I hired Ms. Andrea Ruma Harrington to teach 5th grade
2 Reading and Writing. As part of the hiring process, I learned that Ms. Ruma-
3 Harrington had over 10 years teaching experience, all of which included reading and
4 writing teaching experience. She also had a teaching credential, a Masters in Education,
5 and had served with Americore.

6 41. During the 2014-2015 school year, I continued to field parental complaints
7 about the lack of academic rigor in Plaintiff's classroom. A true and correct copy of a
8 stick figure drawing prepared by a student reflecting that her parents were not pleased
9 with the assignment is attached to the Appendix of Evidence as Exhibit 23.

10 42. Dr. Mitchell also continued to express frustration to me about Plaintiff's
11 failure to implement the Plans. I addressed with Plaintiff her need to improve in an
12 Observation Report, a true and correct copy of which is attached to the Appendix of
13 Evidence as Exhibit 25.

14 43. I could not continue to financially sustain this extra part time position for
15 the 2015-2016 school year. The position had only been budgeted for one year and was
16 not sustainable going forward. In addition, when I had first implemented the Reader's
17 and Writer's Workshop, the focus was on using the Workshop model in the Reading
18 and Writing classes. But as the students' needs changed with the establishment of their
19 foundations in and familiarity with the Workshop, my expectation was that the
20 Workshop model would be followed and utilized in all courses, including Social
21 Studies. I therefore needed someone teaching social studies who would be willing and
22 able to incorporate the Reader's and Writer's Workshop so that these lessons could be
23 reinforced across the curriculum.

24 44. Accordingly, in May of 2015, I advised Plaintiff that she did not have a
25 position for the 2015-2016 school year because her position had been eliminated due to
26 the budget and the changing needs of the students. A true and correct copy of the letter
27 I sent to Plaintiff to that effect is attached to the Appendix of Evidence as Exhibit 24.
28 No teacher has held the part-time position that I created just for Plaintiff since the 2014-

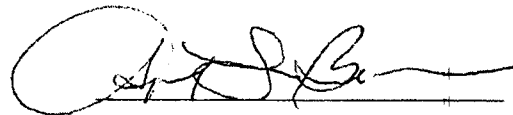
1 2015 school year. Instead, all of Plaintiff's classes were absorbed by the existing staff.

2 45. Plaintiff finished out the 2014-2015 school year which her fixed term
3 contract provided for. Her contract expired by its own terms. She was not terminated.
4 Despite advising Plaintiff that her contract would not be renewed, I invited her to
5 continue teaching summer school and also told her that she would be welcome to lead
6 an after-school program at the School, teaching art or photography. Art and
7 photography were both interests of Plaintiff, of which I was aware. I even followed up
8 about this, but Plaintiff never responded.

9 46. Plaintiff never complained to me of any activity that she believed to be
10 illegal at the School. She never said anything about age discrimination, or being treated
11 differently on the basis of her age by the administration. I did not bear any animus
12 towards Plaintiff on the basis of her age or any other basis. My concern has always
13 been for the students. I took my responsibilities in improving the parental perception of
14 the school, introducing and implementing the Reading and Writing Program, making
15 the school a more inclusive environment, including for students with special needs,
16 introducing a healthy food plan, and turning around the budget, very seriously. I feel
17 that I was very patient with Plaintiff and gave her many opportunities for improvement,
18 but she was unwilling or unable to comply with my efforts to save the school,

19
20 I declare under penalty under the laws of the United States of America that the
21 foregoing in true and correct.

22 This Declaration is executed on June 27, 2017, at Hermosa Beach, California.

23
24 

25 April Beuder, Declarant
26
27
28

(SPACE BELOW FOR FILING STAMP ONLY)

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6 Attorneys for Defendant
OUR LADY OF GUADALUPE
7 SCHOOL

8
9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11

12 AGNES DEIRDRE MORRISSEY-
BERRU, an individual

13 Plaintiff,

14 vs.

15 OUR LADY OF GUADALUPE
16 SCHOOL, a California non-profit
corporation and DOES 1 through 50,
17 inclusive

18 Defendants.
19

CASE NO. 2:16-CV-09353-SVW-AFM

[Assigned to Hon Stephen V. Wilson]

20 **DECLARATION OF SISTER**
MARY ELIZABETH GALT IN
SUPPORT OF DEFENDANT'S
MOTION FOR SUMMARY
JUDGMENT

Date: September 18, 2017
Time: 1:30 p.m.
Ctm: 10A

(Filed concurrently with Appendix of
Evidence: Statement of Uncontroverted Facts;
[proposed] Judgment; Notice of Lodgment of
[proposed] Judgment; Notice of Lodgment of
Statement of Uncontroverted Facts)

23 Action Filed: December 19, 2016
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DECLARATION OF SISTER MARY ELIZABETH GALT

I, Sister Mary Elizabeth Galt, declare as follows:

1. I am making this Declaration in support of Defendant's Motion for Summary Judgment, or Alternatively, Summary Adjudication in the above-captioned action filed by Plaintiff AGNES DEIRDRE MORRISSEY-BERRU, ("Plaintiff"). I am the Chancellor of the Archdiocese, and the Second Vice President of the Archdiocese of Los Angeles Education & Welfare Corp. and therefore have personal knowledge of the facts set forth herein, which are known by me to be true and correct, and if called as a witness, I could and would competently testify thereto. My knowledge also derives from the business records maintained by the Archdiocese in the regular course of its operations.

2. Our Lady of Guadalupe School is a non-profit religious entity. The following documents attached to the Appendix of Evidence and Request for Judicial Notice demonstrate Our Lady of Guadalupe School's status as such.

3. Attached to the Appendix of Evidence as Exhibit 29 and the Request for Judicial Notice as Exhibit B is a true and correct copy of the Certificates of Amendment of the Articles of Incorporation for the Archdiocese of Los Angeles Education & Welfare Corp. filed with the California Secretary of State.

4. Attached to the Appendix of Evidence as Exhibit 27 and the Request for Judicial Notice as Exhibit C are true and correct copies of letters from the IRS which recognize the non-profit, tax exempt status of Our Lady of Guadalupe parish and school.

5. Attached to the Appendix of Evidence as Exhibit 28 and the Request for Judicial Notice as Exhibit A is the State of California Franchise Tax Board Entity Status Letter with regard to Our Lady of Guadalupe School.

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481566.1

1 I declare under penalty of perjury under the laws of the State of California that
2 the foregoing is true and correct.

3 Executed June 28, 2017, at Los Angeles, California.

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5 Sister Mary Elizabeth Galt
6 Sister Mary Elizabeth Galt
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BALLARD ROSENBERG GOLPER & SAVITT LLP
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6 Attorneys for Defendant
OUR LADY OF GUADALUPE
7 SCHOOL

8
9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11
12 AGNES DEIRDRE MORRISSEY-
BERRU, an individual

13 Plaintiff,

14 vs.

15 OUR LADY OF GUADALUPE
16 SCHOOL, a California non-profit
17 corporation and DOES 1 through 50,
inclusive

18 Defendants.

CASE NO. 2:16-CV-09353-SVW-AFM

[Assigned to Hon Stephen V. Wilson]

19 **DECLARATION OF DR. SARA**
KERSEY IN SUPPORT OF
MOTION OF DEFENDANT FOR
SUMMARY JUDGMENT OR,
ALTERNATIVELY, PARTIAL
SUMMARY JUDGMENT

Date: September 18, 2017
Time: 1:30 p.m.
Crm: 10A

(Filed concurrently with Appendix of
Evidence; Statement of Uncontroverted
Facts; [proposed] Judgment; Notice of
Lodgment of [proposed] Judgment;
Notice of Lodgment of Statement of
Uncontroverted Facts)

Action Filed: December 19, 2016

BALLARD ROSENBERG GOLPER & SAVITT LLP
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1 I, DR. SARA KERSEY, declare as follows:

2 1. I was a Readers and Writers Workshop outside consultant for Defendant
3 Our Lady of Guadalupe School. I have personal knowledge of the facts set forth
4 herein, which are known by me to be true and correct, and if called as a witness, I could
5 and would competently testify thereto.

6 2. I am a lecturer and faculty adviser in University of California Los Angeles'
7 Teacher Education Program and have been for over ten years, working primarily with
8 elementary teacher education candidates. I hold a Bachelor and Masters of Arts from
9 the University of Notre Dame, and a Ph.D. from Michigan State University in
10 Curriculum, Instruction, and Educational Policy.

11 3. In 2012, April Beuder asked me if I would help her introduce and
12 implement the Reader's and Writer's Workshop curriculum at Our Lady of Guadalupe
13 school. I was familiar with Mrs. Beuder because I had served as an outside consultant
14 in introducing Reader's and Writer's Workshop at American Martyrs, where Mrs.
15 Beuder had formerly served as Vice Principal. I agreed to work at Our Lady of
16 Guadalupe School in a consultant capacity, and do so from 2012-2014 to support the
17 teachers as they implemented Reader's and Writer's Workshop.

18 4. The first thing I did was meet with all of the teachers and did professional
19 development with them, going through the "ins and outs" of Reader's and Writer's
20 Workshop and giving a plan for its implementation. After the initial professional
21 development work, my role was "support." I would go into all of the classrooms and
22 watch the instruction, write feedback notes and be available afterwards to discuss my
23 feedback. I also provided support materials if needed, and was available to answer
24 questions by email as well. Periodically throughout the school year and during back-to-
25 school, I would continue to do professional development with the whole group to
26 discuss different topics. In sum, I did professional development for the whole staff all
27 together, and also served as support for the teachers in their classrooms.

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1 5. After the original Professional Development session with all of the
2 teachers, my first step was to go to everyone's classrooms and take stock of what was
3 going on. Plaintiff Morrissey-Beru (Plaintiff) was one of the teachers I visited. When I
4 go into a classroom for support, I look at the lesson plan, at student interactions with
5 each other, at the schedule for the day and how the teacher has put forth the curriculum
6 over the course of the hour, and the amount that the students are reading and writing.
7 When I would visit Plaintiff's classroom, I was comparing her teaching with models for
8 how literacy and instruction should go and what I was seeing from the outset, was very
9 different. It became clear that Plaintiff was in need of a tremendous amount of support
10 in figuring out how to implement the Reader's and Writer's Workshop curriculum. I
11 advised Mrs. Beuder that I thought Plaintiff needed more support in the classroom to
12 try and help her figure out how to implement the Workshop.

13 6. To accommodate Plaintiff, I implemented extra class visits, made myself
14 available by email, and checked in regularly. I also asked Mrs. Beuder to check in
15 regularly as well. Whenever I gave Plaintiff notes, I tried to put in different next steps
16 so that she would know what to do next. A true and correct copy of some of my notes
17 are attached to the Appendix of Evidence as Exhibit 15. I believe my notes affirm that I
18 was trying to be as encouraging and supportive as possible. Nonetheless, by the end of
19 2012-2013, I felt that Plaintiff needed more time to implement the Workshop.

20 7. But even with more time, in 2013-2014 it was clear that Plaintiff was
21 struggling with just about every aspect of what she was being asked to do as far as
22 Reader's and Writer's Workshop. One of the biggest things that I saw that I thought
23 needed a lot of work was Plaintiff's lesson planning. She was not really able to take the
24 Reader's and Writer's Workshop curriculum and deliver it to students in a way that was
25 relevant and meaningful. She was oftentimes just reading from the script. Mrs. Beuder
26 provided Plaintiff with a lot of curriculum materials. Teachers are supposed to take the
27 materials and then tailor lessons to meet the needs of her students. Instead, it appeared
28 as though Plaintiff was just reading from the book.

1 8. I was also very concerned because Plaintiff did not have a good sense of
2 what the Reader's and Writer's Workshop curriculum was focused on, how to tailor it
3 to students needs and so forth. The way that the Reader's and Writer's Workshop
4 curriculum works is that the teacher gathers the students together and gives a quick
5 "mini lesson" setting forth the main teaching principle and then the students are
6 released back to their seats to do some reading or writing depending on the particular
7 focus for that period of instruction on their own and then the teacher is supposed to
8 meet with the students one by one to give them help with whatever their needs are, to
9 get them to open up their thinking and to guide them to next step. This "conferring"
10 process is where "differentiated" instruction is supposed to take place - that is ensuring
11 that the curriculum is tailored to the needs of each student, whether the student is at the
12 top of the class or the bottom of the class, as opposed to just teaching to the students at
13 the middle of the pack.

14 9. What I observed is that rather than "conferring", Plaintiff was just touching
15 base with the students. She would pull up her chair and sit next to them, and ask a
16 question or two, but she was not able or willing to give them any instruction on what to
17 do next. It was more that she was just asking "how are you doing" and then moving on
18 to the next student. What she was supposed to have been doing is to check-in with the
19 student (as she was doing), but then use that information to give the students a little bit
20 of instruction to move them forward in their thinking and in helping them become more
21 skillful and strategic readers and writers; it was supposed to be an opportunity to
22 differentiate and meet their needs and further their thinking and expand their strategies
23 and skill sets, not just sort of see that everyone is on task.

24 10. Whenever possible, I tried to have conversations with Plaintiff after my
25 classroom visits, either in person or by email. I would give feedback on what I noticed
26 she was doing well and then focus in on areas she could improve and then leave her
27 with next steps for her to think about and implement in her classroom going forward
28 with Mrs. Beuder's or my help. During these conversations, I would give Plaintiff

1 specific action items such as organize your classroom library, make sure the lesson is
2 less than ten minutes, or write down your teaching points. But then when I visited again
3 several weeks later, there would be no change from the previous time I had been there. I
4 am informed and aware that Mrs. Beuder was following up even closer, but similarly
5 did not see signs of progress.

6 11. Even when Plaintiff was attempting to do something reading or writing
7 related, the teaching points would not be building on a lesson that had been taught the
8 previous day or in the previous weeks. Indeed, it began to appear as though Plaintiff
9 was not actually even trying to implement the new Readers and Writers Workshop
10 curriculum except for "performing" when I was in the classroom. For example, one
11 time when I asked to see Plaintiff's teacher's guide, I observed that the lesson for that
12 particular day had every word highlighted, but none of the pages before or after that
13 lesson had any highlighting at all. There also was not any evidence of Plaintiff actually
14 having taught any of the prior lessons. For example, there would be no student work in
15 the classroom or student posters on the walls to evidence that she was doing so. There
16 was no work in students' notebooks, no classroom charts they put together to show
17 student thinking, and no sign of a full classroom library in good use. There was no
18 evidence of the lessons being done in sequential order and the students making
19 progress. There were none of these touchstones of what was happening. (See Exh. 15.)

20 12. From what I observed, Plaintiff quite simply did not improve. I did not see
21 progress from year to year with Plaintiff. Instead, we were still working on the same
22 things – e.g. that the mini lesson needs to be brief, it needs to focus on one particular
23 teaching point, she needs to confer and differentiate her teaching, and follow the lesson
24 plans. We had the same conversations again and again and that showed me that Plaintiff
25 did not improve.

26 13. After every time I was at the school, I would check in with Mrs. Beuder
27 and update her on my observations of all of the teachers and have her follow up with
28 the teachers. It was Mrs. Beuder's role in between my visits to look at the goals that I

1 had put for the teachers – and look for evidence in their classrooms that the goals were
2 being met, speak with the teachers about it and see if they needed any additional
3 support. Mrs. Beuder's observations were consistent with my own with regard to
4 Plaintiff. It did not seem like Plaintiff was even doing Reader's and Writer's Workshop
5 at all.

6 14. I expressed my frustrations with regard to Plaintiff's performance to Mrs.
7 Beuder on numerous occasions. It was hard not to be frustrated when you work with a
8 person for a period of time and you want the best for them and especially, for the
9 students.

10 15. Indeed, the potential consequences of Plaintiff not implementing the
11 Reader's and Writer's Workshop were drastic. If students are not making any progress
12 in the 5th grade and they get to 6th grade and the standards and expectations for what
13 students are able to do from one grade to the next are not met then the students risk
14 falling further and further behind, and are in serious danger of not being where they
15 should be for high school and beyond. If they lose a whole year of literacy instruction
16 in the later elementary school grades, it is devastating as they get into middle and high
17 school because they do not have the skills to access the texts they are reading in all of
18 their classes (e.g. social studies, science, etc.) and then all of their education suffers. If
19 you lose a year of reading and writing, you come in to the next year behind and you
20 will fall further and further behind without the possibility of catching up without
21 serious intervention.

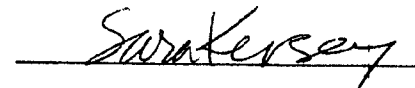
22 16. When I was serving as a consultant, we were primarily focused on
23 integrating the Workshop into the Reading and Writing classes. However, as the needs
24 of the students changed and they gained familiarity with the Workshop, it would be
25 important for all of the content teachers (not just Reading and Writing teachers) to have
26 an understanding of what is going on in the Reader's and Writer's Workshop because
27 you need to know the strategies to help students process the information they are
28 reading in those classes too. It is of great benefit for everyone in the school to

1 understand how students are progressing with reading and writing, especially with high
2 content classes like social studies. The Workshop would help the teacher help the
3 students process texts they could not otherwise access on their own.

4 17. I never saw Mrs. Beuder act unprofessionally or in a discriminatory
5 fashion in any way towards Plaintiff or anyone else. I myself certainly bore no age
6 animus towards Plaintiff. I believe that both Mrs. Beuder and I were doing everything
7 that we could to try and help Plaintiff because we wanted her to be successful, but she
8 was ultimately either unwilling or unable to implement the Workshop.

9 I declare under penalty under the laws of the United States of America that the
10 foregoing is true and correct.

11 This Declaration is executed on May 23, 2017, at Westwood, California.

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14 Dr. Sara Kersey, Declarant
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6 Attorneys for Defendant
OUR LADY OF GUADALUPE
7 SCHOOL

8
9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11
12 AGNES DEIRDRE MORRISSEY-
BERRU, an individual

13 Plaintiff,

14 vs.

15 OUR LADY OF GUADALUPE
16 SCHOOL, a California non-profit
corporation and DOES 1 through 50,
17 inclusive

18 Defendants.

CASE NO. 2:16-CV-09353-SVW-AFM

[Assigned to Hon Stephen V. Wilson]

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**DECLARATION OF DR.
MARIANNE MITCHELL IN
SUPPORT OF MOTION OF
DEFENDANT FOR SUMMARY
JUDGMENT OR,
ALTERNATIVELY, PARTIAL
SUMMARY JUDGMENT**

Date: September 18, 2017
Time: 1:30 p.m.
Ctm: 10A

(Filed concurrently with Appendix of
Evidence; Statement of Uncontroverted
Facts; [proposed] Judgment; Notice of
Lodgment of [proposed] Judgment;
Notice of Lodgment of Statement of
Uncontroverted Facts)

Action Filed: December 19, 2016

BALLARD ROSENBERG GOLPER & SAVITT LLP
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BALLARD ROSENBERG GOLPER & SAVITT LLP
1575 VENTURA BOULEVARD, SUITE 200
EMERYVILLE, CA 94608

1 I, DR. MARIANNE MITCHELL, declare as follows:

2 1. I was the school psychologist at Our Lady of Guadalupe School from
3 2013-2015. I have personal knowledge of the facts set forth herein, which are known by
4 me to be true and correct, and if called as a witness, I could and would competently
5 testify thereto.

6 2. I have a Doctorate in education, a Masters in education, a Masters in
7 counseling, a Masters in school psychology, a general education teaching credential,
8 school psychologist credential, and counseling credential. I have worked in education
9 since 1975, and was a classroom teacher until 1996. I started working at Defendant Our
10 Lady of Guadalupe School in 2012 as the Preschool director at the age of 59. In 2013, I
11 assumed the position of school psychologist, and served in this role for three years.

12 3. As the school psychologist, my job entailed seeing students for counseling,
13 conducting psychoeducational assessments, and working collaboratively with the
14 teachers in the classrooms to develop the Support Team Education Plans and Minor
15 Adjustment Plans ("the Plans") and provide the adjustments. The Plans document
16 minor adjustments to a student's classroom day (e.g. adjusted grade levels, more time
17 on tests, or tests where the directions have been adjusted.) to enable the student to more
18 fully participate in the curriculum program. The students who are provided with the
19 Plans are those with diagnosed special needs or who are otherwise struggling
20 academically.

21 4. Through my position, I interfaced with all of the teachers, including Mrs.
22 Deirdre Morrissey-Beru ("Plaintiff"). Plaintiff had students in her classroom who had
23 diagnosed special needs and had Plans. I was part of the STEP team, which included
24 assisting the classroom teacher in formulating and implementing adjustments for the
25 students. For instance, there were students in Plaintiff's class who needed to have
26 certain adjustments to their workloads, what the work looked like and it was my job to
27 help Plaintiff in any way possible to make sure the student received it.

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1 5. I also provided professional development to the teachers including
2 Plaintiff, mainly with regard to curriculum "differentiation", and I would do classroom
3 visitations and one-to-ones with the teachers as follow-up. I led a workshop in the
4 beginning of the school year about the Plans and what they meant.

5 6. I gave extra support to Plaintiff. However, despite my efforts, Plaintiff
6 seldom implemented the professional development. When I came into Plaintiff's
7 classroom, I often saw that a student with special needs had not been provided with the
8 appropriate materials, such as a differentiated worksheet. Sometimes the students did
9 not appear to have their textbooks open and prompting was not observed. One student
10 was observed drawing cartoons on a piece of paper while the rest of the class was
11 engaged in a social studies activity. Plaintiff would have made no attempt to have him
12 get his social studies book out. If I saw that a student lost a worksheet page, Plaintiff
13 seldom made an attempt to provide one or encourage engagement.

14 7. There were very specific adjustments listed on the Plans for each of the
15 students who had them – e.g. to have extended time, or more time to hand something
16 in, or extra time to prepare for a test. The steps provided were very concrete and
17 advance preparation was needed, but these procedures were seldom executed by
18 Plaintiff. For example, one particular student was not to be tested on the six page Social
19 Studies test at the end of the unit; instead he was to be given smaller, more frequent
20 assessments on specific pieces of the test. He did well with maps, so the test should
21 look for mastery of maps. However, when I came in, I saw that he was being tested on
22 vocabulary. I advised Plaintiff that he was not supposed to be doing vocabulary and
23 attempted to confirm whether she had the proper materials. When I returned, the same
24 student was just be looking at vocabulary words. As time progressed, the same student
25 was given picture vocabulary cards so he could access the vocabulary. These cards
26 were often prepared by me or another staff member.

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1 8. My approach with Plaintiff started out as conversations with her about
2 particular students and what needed to be done, but little changed, and as the years
3 progressed, there were times when I just did the work for Plaintiff to make sure it was
4 done. For example, with the other teachers, I would show them how to do it and they
5 would proceed to change the worksheets themselves. For Plaintiff, I would physically
6 change the worksheets and make the packets for her. I would give direct and concrete
7 orders to Plaintiff with regard to the items a student should not do, what they should do
8 instead and the materials to do so. But, I would go back and despite these direct orders,
9 I would often see that it still was not being done. Instead, I would see that these
10 students would either be given a test that was in the same format as everyone else, or
11 they would be tested on subject matter not directly related to that lesson. Ultimately, the
12 adjustments for Plaintiff's students were often done only if I did them myself. Even
13 though the teachers were supposed to do this work, with Plaintiff I would often give in
14 and just create the test myself and give it to Plaintiff, because I did not want the
15 students to suffer.

16 9. I would speak with Mrs. Beuder about my frustrations with Plaintiff's
17 performance and she would encourage me to be even more explicit in my instructions
18 to Plaintiff; which I did. However, little change happened, no matter how many times I
19 asked Plaintiff, showed her or did it for her. Often, the students were just not getting the
20 adjustments that were on their Plans. On several occasions, Plaintiff could not locate or
21 find the Plans, so I would make her additional copies. I was responsible for making sure
22 students adjustments were carried out and Plaintiff seldom provided the adjustments.
23 These issues carried through from 2012 through 2015.

24 10. For one of Plaintiff's students with special needs, Readers and Writers
25 Workshop had to be delivered at an even more differentiated level. The Reading and
26 Writing consultant would come in and work with the teachers on the overall
27 implementation of Readers and Writers workshop, but my role would be to provide that
28 differentiation piece for the students with special needs. I was in Plaintiff's classroom at

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1 least a couple of times a week, and did not see Reader's and Writer's Workshop
2 happening. Therefore, it would be very difficult to provide adjustments. .

3 11. Similarly, when I was in Plaintiff's classroom observing, I did not see
4 differentiation. I did not see differentiation for the top of the class, or those struggling
5 with the lesson, not to mention the students with special needs. Instead, it was whole
6 group instruction - everyone was getting the same thing. Often students were supposed
7 to be attending to round robin reading or the teacher was reading the text to the
8 students. I observed many students not engaged, particularly during this type of
9 activity. The teacher was expected to try some reasonable differentiation, such as
10 frequent check-ins for comprehension. In particular when students are not engaged, the
11 teacher is expected to do something like reach out and engage the student, not just push
12 through the lesson while the student is not engaged. I often observed these students
13 reading other material, drawing, communicating with other students, or staring into
14 space.

15 12. I fielded both parental and student complaints about Plaintiff. Parents
16 came to me a couple of times to inquire about the tests their students had taken and
17 failed that did not reflect the Plan. The response would be to re-test the student with the
18 differentiated test. I sometimes did this re-testing myself. There were also some
19 complaints from students directly to me to the effect that they did not get their extra
20 time, did not get more time to prepare, or did not their flashcards.

21 13. When working with the issues described above, I estimate I had
22 conversations with Mrs. Beuder complaining about Plaintiff's performance between two
23 times a week to multiple times a day. I complained that Plaintiff was not following the
24 Plans and stated that she was struggling with how to execute the adjustments. This was
25 after repeated modeling of the adjustments by me. These dialogues occurred from 2013
26 through 2015. I even documented one of my conversations with Plaintiff that I
27 believed exemplified the frustrations I was encountering, a true and correct copy of
28 which is attached to the Appendix of Evidence as Exhibit 20. From my perspective,

1 Plaintiff was the only hold-out teacher, everyone else at least tried. There were other
2 teachers that I had to give extra support to, but they took it willingly and did what they
3 needed to do.

4 14. Plaintiff never complained to me about age discrimination at the school. I
5 am 64 years old, and I never experienced any age discrimination or age animus from
6 Mrs. Beuder. I never witnessed Mrs. Beuder demonstrate any age animus towards
7 Plaintiff or anyone else. Far from it, I was impressed by how patient Mrs. Beuder was
8 with Plaintiff and how many opportunities she gave her to improve. Indeed, I
9 personally witnessed how patient Mrs. Beuder was with Plaintiff in trying to work with
10 her. It was amazing. I did not bear any age animus towards Plaintiff. I was just trying to
11 do everything I could to get her to comply with Our Lady of Guadalupe's inclusive
12 approach to instruction.

13 I declare under penalty under the laws of the United States of America that the
14 foregoing is true and correct.

15 This Declaration is executed on June 5th, 2017, at Pittsboro, North Carolina.

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18 Dr. Marianne Mitchell, Declarant
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Exhibit G

(SPACE BELOW FOR FILING STAMP ONLY)

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6 Attorneys for Defendant
OUR LADY OF GUADALUPE
7 SCHOOL

8
9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11
12 AGNES DEIRDRE MORRISSEY-
BERRU, an individual

13 Plaintiff,

14 vs.

15 OUR LADY OF GUADALUPE
16 SCHOOL, a California non-profit
corporation and DOES 1 through 50,
17 inclusive

18 Defendants.

CASE NO. 2:16-CV-09353-SVW-AFM

[Assigned to Hon Stephen V. Wilson]

**DECLARATION OF STEPHANIE
B. KANTOR IN SUPPORT OF
MOTION OF DEFENDANT FOR
SUMMARY JUDGMENT**

Date: September 18, 2017

Time: 1:30 p.m.

Ctrm: 10A

(Filed concurrently with Appendix of
Evidence; Statement of Uncontroverted
Facts; [proposed] Judgment; Notice of
Lodgment of [proposed] Judgment;
Notice of Lodgment of Statement of
Uncontroverted Facts)

Action Filed: December 19, 2016

BALLARD ROSENBERG GOLPER & SAVITT LLP
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR
ENCINO, CA 91436

1 I, STEPHANIE B. KANTOR, declare as follows:

2 I am an attorney at law licensed to practice before the Courts of the State of
3 California and before this Court. I am a Counsel with Ballard Rosenberg Golper &
4 Savitt, LLP, attorneys of record for Defendant OUR LADY OF GUADALUPE
5 SCHOOL ("Defendant"). This declaration is made in support of Defendant's Motion for
6 Summary Judgment, or Alternatively, Partial Summary Judgment. I am responsible
7 for the day-to-day handling of this matter. As such, I am familiar with the facts of this
8 case and the instant dispute. If called and sworn as a witness, I would testify to the
9 following facts.

10 1. Attached to Defendant's Appendix of Evidence as Exhibit A are true and
11 correct copies of pages excerpted from the deposition of Plaintiff Deirdre Morrissey-
12 Beru, taken by me on April 26, 2017 in the instant matter, including the face pages, and
13 reporter's certification.

14 2. Attached to Defendant's Appendix of Evidence as Exhibit B are true and
15 correct copies of pages excerpted from the deposition of April Beuder, taken on May 4,
16 2017 and May 11, 2017 in the instant matter, including the face pages, and reporter's
17 certifications.

18 3. Attached to Defendant's Appendix of Evidence as Exhibit 1 is a true and
19 correct copy of the Complaint filed by Plaintiff in this matter.

20 4. Attached to Defendant's Appendix of Evidence as Exhibit 2 is a true and
21 correct copy of the Equal Employment Opportunity Commission Charge filed by
22 Plaintiff in the instant matter on June 2, 2015.

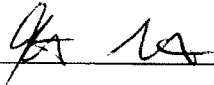
23 5. Attached to Defendant's Appendix of Evidence as Exhibit 28 is a true and
24 correct copy of an entity status letter for Our Lady of Guadalupe School that I obtained
25 from the State of California Franchise Tax Board website.

26 6. Attached to Defendant's Appendix of Evidence as Exhibit 30 for ease of
27 reference is a true and correct copy of the Central District of California's opinion
28 granting Summary Judgment based on the ministerial exception in *Biel v. St. James*

1 School, CV 15-04248 TJH (ASx), C.D. Cal. Jan. 17, 2017.

2 7. This motion is made following the conference of counsel pursuant to L.R.
3 7-3. Plaintiff's counsel has advised that she will be dismissing the second and third
4 claims for relief as well as the prayer for punitive damages. The parties are in the
5 process of preparing a stipulation to that effect.

6 I declare under penalty under the laws of the United States of America that the
7 foregoing is true and correct. This Declaration is executed on August 17, 2017, at
8 Encino, California.

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11 _____
12 Stephanie B. Kantor, Declarant
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BALLARD ROSENBERG GOLPER & SAVITT LLP
15760 VENTURA BOULEVARD, EIGHTEENTH FLOOR
ENCINO, CA 91436

April L. Beuder

May 4, 2017

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

AGNES DEIRDRE)	
MORRISSEY-BERRU, an)	
individual,)	
)	
Plaintiff,)	
)	
vs.)	Case No.
)	2:16-cv-09353-SVW-AFM
OUR LADY OF GUADALUPE)	
CATHOLIC SCHOOL, a)	Volume I
California non-profit)	
corporation; and DOES)	
1-50, inclusive,)	
)	
Defendants.)	

VIDEOTAPED DEPOSITION OF APRIL L. BEUDER
Woodland Hills, California
Thursday, May 4, 2017

Reported by: Alla Ponto
CSR No. 11046
NDS Job No.: 190791

April L. Beuder

May 4, 2017

1	MS. FUND: Okay.	10:18:15
2	BY MS. FUND:	10:18:16
3	Q. What town do you live in?	10:18:16
4	A. Me?	10:18:19
5	Q. Yes.	10:18:20
6	MS. KANTOR: I'm also going to object as to	10:18:20
7	privacy and say you can answer only if you feel	10:18:22
8	comfortable.	10:18:24
9	THE WITNESS: I live in Manhattan Beach.	10:18:24
10	BY MS. FUND:	10:18:28
11	Q. Do you have any plans to move in the next	10:18:28
12	six months?	10:18:31
13	A. No.	10:18:32
14	Q. And how long have you lived in Manhattan	10:18:32
15	Beach at that address?	10:18:35
16	A. I've lived in Manhattan Beach for 23 years.	10:18:36
17	Q. At the same address?	10:18:44
18	A. Different address, but same city.	10:18:45
19	Q. How long at the current address?	10:18:47
20	A. 12 years.	10:18:49
21	Q. And your date of birth?	10:18:51
22	A. 5/23/61.	10:18:54
23	Q. Have you ever had your deposition taken	10:18:58
24	before?	10:19:01
25	A. No.	10:19:02

8

April L. Beuder

May 4, 2017

1 documentation; correct? 10:46:43

2 A. Yes. 10:46:45

3 Q. And you are not sure whether or not that 10:46:46

4 was actually in person? 10:46:51

5 A. I don't think it was in person, but I can't 10:46:55

6 remember. 10:46:59

7 Q. Okay. And the second time that you 10:47:00

8 communicated with Father Joe about this lawsuit, you 10:47:04

9 believe was in person? 10:47:07

10 A. Yes. 10:47:08

11 Q. And what did the two of you discuss, again, 10:47:09

12 just so we're clear for the record, during that 10:47:14

13 second communication? 10:47:17

14 A. I recall explaining to him what I did with 10:47:18

15 the paperwork, which is forwarded to the archdiocese 10:47:25

16 in legal department, and that is when he expressed 10:47:32

17 gratitude to me for following the procedures and 10:47:37

18 keeping him apprised. 10:47:41

19 Q. And to the best of your recollection, where 10:47:43

20 did this in-person meeting take place? 10:47:46

21 A. Most likely my office. 10:47:48

22 Q. Did you set up a meeting with him? 10:47:54

23 A. No. 10:47:59

24 Q. Do you know why he was at the school and in 10:48:02

25 your office that day? 10:48:04

26

April L. Beuder

May 4, 2017

1 A. I can't speculate, but his schedule is very 10:48:08
2 tight, and he comes to the school frequently when he 10:48:13
3 is available, and he knew that we probably should 10:48:19
4 touch base. 10:48:22
5 Q. And that's because he was notified? 10:48:24
6 A. He -- 10:48:27
7 MS. KANTOR: I'm going to object to the 10:48:27
8 extent it calls for speculation.
9 THE WITNESS: I am speculating as to why -- 10:48:36
10 MS. FUND: Counsel, please just state your 10:48:36
11 objections for the record. 10:48:38
12 BY MS. FUND: 10:48:39
13 Q. On average, how often would you say Father 10:48:44
14 Joe comes to the school? 10:48:47
15 When I say "the school," I am referring to 10:48:49
16 Our Lady of Guadalupe School. 10:48:51
17 A. Three to five times a week. 10:48:54
18 Q. To the best of your knowledge, on average 10:48:59
19 how long does he stay each time he comes to school? 10:49:05
20 A. It varies depending on why he is coming. 10:49:09
21 Q. What would you say the average variance is? 10:49:13
22 One to four hours? Five to ten minutes? 10:49:17
23 A. Fifteen minutes to an hour. 10:49:20
24 Q. And does Father Joe have an office located 10:49:26
25 somewhere? 10:49:32

27

April L. Beuder

May 4, 2017

1	A. Yes.	10:49:32
2	Q. Where is his office located?	10:49:33
3	A. In the church office building.	10:49:35
4	Q. Is that on the same campus as the school?	10:49:38
5	A. It's not part of the campus. It's on the	10:49:47
6	same block.	10:49:52
7	Q. To your knowledge, is Pastor Joe the pastor	10:49:54
8	for other schools?	10:50:01
9	A. No.	10:50:03
10	Q. Just for Our Lady of Guadalupe?	10:50:04
11	A. Yes.	10:50:10
12	Q. You also testified previously that you	10:50:10
13	believe you communicated with Father Joe about this	10:50:18
14	lawsuit a third time; is that correct?	10:50:22
15	A. Yes. I notified him that I was coming to	10:50:28
16	Mrs. Morrissey's deposition.	10:50:32
17	Q. Anything else that the two of you discussed	10:50:35
18	during that conversation?	10:50:40
19	A. He expressed gratitude again to me for	10:50:42
20	keeping him apprised.	10:50:46
21	Q. Was that in person? In text message?	10:50:47
22	A. That was in person.	10:50:50
23	Q. Is it common for the two of you to	10:50:53
24	communicate via text message?	10:50:57
25	A. I'm not sure what you mean by "common."	10:51:00

28

April L. Beuder

May 4, 2017

1 Q. How often do you communicate with Father 10:51:04
2 Joe via text message? 10:51:10
3 A. Once per week, twice per week. One to two 10:51:11
4 times. 10:51:15
5 Q. And you see him at the school approximately 10:51:15
6 three to five times per week on average? 10:51:18
7 A. He is on campus three to five times per 10:51:21
8 week on average, not necessarily to see me. 10:51:25
9 Q. These three incidents we just discussed are 10:51:38
10 related to communications you've had with Father Joe 10:51:44
11 relating to this lawsuit; correct? 10:51:49
12 A. Yes. 10:51:51
13 Q. How many other times have you communicated 10:51:51
14 with Father Joe relating to the facts underlying 10:51:56
15 this lawsuit? 10:52:00
16 MS. KANTOR: I'm going to object that 10:52:01
17 that's vague and overbroad. 10:52:02
18 BY MS. FUND: 10:52:04
19 Q. You stated previously that there was -- 10:52:05
20 that there was a difference between the types of 10:52:07
21 communications that you've had with him. So I'm 10:52:09
22 just asking as to how many times you had 10:52:11
23 conversations about the facts underlying this 10:52:14
24 lawsuit with Father Joe. 10:52:15
25 MS. KANTOR: I am going to object to the 10:52:16

29

April L. Beuder

May 4, 2017

1 BY MS. FUND: 11:25:35

2 Q. Do you ever use the term OLG to refer to 11:25:36

3 Our Lady of Guadalupe School? 11:25:40

4 A. I am careful to say OLG School so as to not 11:25:42

5 cause confusion between OLG Church, parish. 11:25:50

6 Q. So it would be best if I refer to itself as 11:25:54

7 OLG School? 11:25:57

8 A. Sure, yes. 11:25:57

9 Q. And are you currently employed by OLG 11:25:58

10 School? 11:26:02

11 A. Yes. 11:26:02

12 Q. What is your current position? 11:26:02

13 A. I am principal. 11:26:05

14 Q. When were you first hired by OLG School? 11:26:07

15 A. I signed my contract in spring of 2012, but 11:26:12

16 my -- which was effective -- the contract was 11:26:24

17 effective July 1st, 2012. 11:26:26

18 Q. Did you have to interview for this 11:26:29

19 position? 11:26:36

20 A. Yes. 11:26:36

21 Q. And who interviewed you? 11:26:37

22 A. I was interviewed by a panel and also with 11:26:39

23 the pastor individually several times. 11:27:00

24 Q. When you say "several times," are you 11:27:04

25 referring to the individual meetings with the pastor 11:27:08

I 50

April L. Beuder

May 4, 2017

1 general terms -- I understand, as a principal, you 11:30:51
2 must do a lot for the school, but what are your 11:30:54
3 current job duties? 11:30:58
4 MS. KANTOR: Vague as to time. 11:30:59
5 MS. FUND: Current. Current, as I said. 11:31:01
6 MS. KANTOR: Calls for a narrative. 11:31:04
7 THE WITNESS: I am responsible for the 11:31:10
8 faith formation of our students and our faculty and 11:31:25
9 the instructional leader of the school. 11:31:32
10 BY MS. FUND: 11:31:35
11 Q. Anything else? 11:31:41
12 A. The day-to-day operations. 11:31:42
13 Q. Of OLG School? 11:31:51
14 A. Of the school. 11:31:52
15 Q. Anything else? 11:31:57
16 A. I believe most of my responsibilities fall 11:31:59
17 under one of those three categories. 11:32:12
18 Q. And do you have any responsibility for the 11:32:14
19 day-to-day operations of OLG Church? 11:32:17
20 A. No. 11:32:20
21 Q. And when you say "faith formation of the 11:32:21
22 students" -- and you said "and teachers"? 11:32:28
23 A. Uh-huh. 11:32:30
24 Q. What do you mean by "faith formation"? 11:32:31
25 A. The primary mission of Our Lady of 11:32:33

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April L. Beuder

May 4, 2017

1 Guadalupe School is to provide our families with 11:32:39
2 opportunities to grow in their faith and to live 11:32:47
3 their faith through service to others. 11:32:54
4 Q. And how does the faith formation mission -- 11:32:58
5 how does that involve the teachers? In what way? 11:33:23
6 MS. KANTOR: Vague. 11:33:26
7 THE WITNESS: Each teacher is considered a 11:33:34
8 catechist and responsible for the faith formation of 11:33:39
9 the students in their charge each day. 11:33:50
10 BY MS. FUND:
11 Q. Is it a requirement that a teacher be 11:33:58
12 Catholic in order to teach at the school? 11:34:00
13 A. The ideal candidate is an actively 11:34:02
14 practicing Catholic. 11:34:08
15 Q. Is it a requirement? 11:34:10
16 MS. KANTOR: Vague. 11:34:11
17 THE WITNESS: It is preferred. 11:34:14
18 BY MS. FUND:
19 Q. My question is whether it's required. 11:34:16
20 MS. KANTOR: Argumentative; asked and 11:34:18
21 answered. 11:34:22
22 THE WITNESS: If you -- to teach religion 11:34:22
23 at the school, you need to be a Catholic. 11:34:37
24 BY MS. FUND:
25 Q. My question is just whether you need to be 11:34:40

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April L. Beuder

May 4, 2017

1 A. I heard several questions just now. So, 11:39:03
2 yes, please, would you read the pending question. 11:39:08

3 (The previous question was read back by
4 the court reporter as follows:

5 "QUESTION: Is it a requirement
6 that a teacher be Catholic in order
7 to teach at OLG School? Yes or no?")

8 THE WITNESS: Yes. 11:39:23

9 BY MS. FUND: 11:39:24

10 Q. It's a requirement? 11:39:25

11 MS. KANTOR: Asked and answered. 11:39:27

12 THE WITNESS: Exceptions can be made, as I 11:39:33
13 previously stated. 11:39:35

14 BY MS. FUND: 11:39:40

15 Q. I just need to lay a little bit of a 11:40:12
16 foundation; so my first question is going to be a 11:40:15
17 little bit overbroad. If you don't understand my 11:40:18
18 question, please just let me know. 11:40:20

19 At the time of your hiring and you signed 11:40:22
20 your contract in July of 2012, were you provided 11:40:26
21 with any set of objectives from either the pastor or 11:40:30
22 the Department of Catholic Schools that you were to 11:40:37
23 accomplish as principal at the school? 11:40:41

24 A. Yes. 11:40:43

25 Q. Okay. And what were those objectives? 11:40:44

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April L. Beuder

May 4, 2017

1 A. I was asked to address the declining 11:40:49
2 enrollment, the failure to respond to the 11:41:07
3 recommendations from the 2006 accreditation visit to 11:41:17
4 OLG School. 11:41:26
5 Q. Were those the only two objectives that you 11:41:34
6 were given at that time? 11:41:39
7 A. There were a number of recommendations 11:41:40
8 within the 2006 accreditation. There was a 2012 -- 11:41:45
9 March 2012 accreditation team also provided the 11:41:57
10 principal at that time with a list of 11:42:05
11 recommendations which she gave to me. 11:42:09
12 Q. Was one of the recommendations within 11:42:27
13 the -- within any of the accreditations relating to 11:42:36
14 a revised reading and writing program? 11:42:43
15 A. Yes. 11:42:46
16 Q. Was one of the recommendations within the 11:42:46
17 accreditations related to a healthy food program? 11:42:50
18 A. I don't recall that specifically. 11:42:55
19 Q. Was the healthy food program something 11:43:08
20 developed on your own? 11:43:11
21 A. Yes. 11:43:12
22 Q. But you don't recall specifically whether 11:43:12
23 it was one of the accreditation recommendations? 11:43:14
24 A. One of the accreditation recommendations 11:43:20
25 from 2012 was to address the negative parental 11:43:25

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April L. Beuder

May 4, 2017

1 perception of the school which was resulting in 11:43:29
2 declining enrollment and dire fiscal situation. 11:43:33
3 Q. Do you have an understanding as to why 11:43:48
4 there was a negative parental perception? 11:43:51
5 MS. KANTOR: Lacks foundation; calls for 11:43:55
6 speculation; vague as to time. 11:43:59
7 THE WITNESS: Can you be more specific? 11:44:01
8 BY MS. FUND: 11:44:02
9 Q. Sure.
10 Prior to your arrival at the school -- 11:44:02
11 that's the timeframe I am referring to -- an 11:44:04
12 objective that you were hired to address? I'm just 11:44:08
13 wondering what your understanding was as to why 11:44:10
14 there was a negative parental perception at that 11:44:13
15 time? 11:44:19
16 A. As it was explained to me and evidenced by 11:44:19
17 the accreditation report, there were a number of 11:44:24
18 noncredentialed teachers on staff, their academic 11:44:35
19 rigor in terms of the extent to which students were 11:44:42
20 being prepared for high school was a concern, there 11:44:46
21 was one 8th grade student in the graduating class of 11:44:52
22 June 2012, there was a need for school-like 11:44:57
23 catechetical formation for the teachers, as well as 11:45:09
24 questions raised by the current pastor to me about 11:45:29
25 the way the school budget and finances were being 11:45:35

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April L. Beuder

May 4, 2017

1 managed. 11:45:42

2 Q. Is one of your responsibilities to run the 11:45:43

3 budget or finances at the school? 11:45:52

4 A. Yes. 11:45:54

5 Q. And what did he communicate to you were the 11:45:55

6 issues with the budget or finances prior to you 11:46:05

7 starting? 11:46:07

8 MS. KANTOR: Lacks foundation; calls for 11:46:07

9 speculation. 11:46:10

10 BY MS. FUND: 11:46:11

11 Q. I am just asking what he told you. 11:46:12

12 MS. KANTOR: Who is "he"? 11:46:16

13 THE WITNESS: By "he," are you referring to

14 Father Ray? 11:46:17

15 BY MS. FUND: 11:46:17

16 Q. The pastor. 11:46:17

17 A. The current pastor -- he expressed to me on 11:46:17

18 a number of occasions that the school was unable to 11:46:23

19 sustain itself and was receiving support from the 11:46:34

20 parish and that wasn't a sustainable model. 11:46:39

21 Q. You said there was one 8th grade student in 11:46:47

22 the 2008 graduating class? 11:46:53

23 A. Yes. 11:46:56

24 Q. Yes? 11:46:57

25 A. Yes, that is correct. 11:46:57

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April L. Beuder

May 4, 2017

1 Q. I just want to get a little bit of a 11:46:58
2 clarification about one of the issues you just 11:47:08
3 listed. 11:47:12

4 You said "a need for catechismal formation 11:47:13
5 with the teachers"? 11:47:18

6 A. Catechetical formation. 11:47:19

7 Q. What did you mean by that? 11:47:22

8 A. There is a requirement for all faculty and 11:47:24
9 staff to undergo catechetical formation through 11:47:34
10 recommended venues. 11:47:40

11 Q. And what is your understanding as to the 11:47:43
12 term of -- I will say it wrong. 11:47:53

13 A. Catechetical formation. 11:47:55

14 Q. Catechetical formation. 11:47:56

15 A. What are you asking? 11:47:57

16 Q. I don't know what that is. 11:47:58

17 A. So it's a big question. 11:48:00

18 Within the archdiocese in the Department of 11:48:07
19 Catholic Schools, each teacher is called to be a 11:48:15
20 catechist, which is a teacher of religious. 11:48:20

21 The USCCB, United States Catholic 11:48:26
22 Conference of Bishops -- I believe that's the 11:48:31
23 correct acronym -- set forth specific guidelines for 11:48:32
24 the type of formation that catechists should undergo 11:48:39
25 in order to be adequately prepared to provide a 11:48:45

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April L. Beuder

May 4, 2017

1 Catholic education to students. 11:48:50

2 Q. What is an example of formation, 11:48:53

3 catechetical formation?

4 MS. KANTOR: Was she done? 11:48:56

5 Were you done responding? 11:48:57

6 THE WITNESS: Classes, retreats, spiritual 11:49:01

7 reflections, curriculum provided by approved 11:49:07

8 sources. 11:49:18

9 BY MS. FUND:

10 Q. Were any of these formations at OLG School? 11:49:22

11 A. Yes. 11:49:27

12 Q. Can you clarify the timeframe at any time? 11:49:27

13 A. Prior to my arrival, no. During my 11:49:36

14 administration, yes. 11:49:41

15 Q. What type of formations were there at OLG 11:49:42

16 School during your administration? 11:49:46

17 A. Can you repeat that question. 11:49:48

18 (The previous question was read back by 11:50:01

19 the court reporter as follows:

20 "QUESTION: What type of

21 formations were there at OLG School

22 during your administration?") 11:50:02

23 THE WITNESS: So to be clear, we're 11:50:02

24 referring to the formalized catechetical formation 11:50:06

25 right now, which is separate from the -- which is 11:50:09

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April L. Beuder

May 4, 2017

1 separate from the ongoing faith formation that I 11:50:14
2 provide for the teachers. 11:50:19

3 BY MS. FUND: 11:50:22

4 Q. Okay. 11:50:22

5 A. And the formal program was basic 11:50:22

6 catechetical formation followed by specialization, 11:50:29

7 the specialization of series of courses. So there 11:50:35

8 were two series of courses that were held at OLG. 11:50:39

9 Q. Did you teach any of these courses? 11:50:42

10 A. I do not teach those. Those are taught 11:50:44

11 by -- those are taught by the religious education 11:50:56

12 department within the archdiocese. 11:51:00

13 Q. Is this type of training and classes 11:51:04

14 required by OLG School? 11:51:11

15 MS. KANTOR: Vague. 11:51:14

16 THE WITNESS: It is required by the 11:51:17

17 Department of Catholic Schools because it is 11:51:19

18 required by the USCCB, United States Conference of 11:51:26

19 Bishops.

20 BY MS. FUND:

21 Q. Are teachers at OLG School required to go 11:51:34

22 through any other types of training courses while 11:51:37

23 employed at OLG School? 11:51:41

24 MS. KANTOR: Vague. 11:51:43

25 THE WITNESS: Can you expand on that? What 11:51:45

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April L. Beuder

May 4, 2017

1 professional development both on a personal -- for 11:56:12
2 spiritual formation and also for instructional 11:56:17
3 purposes, and in some cases, in the summer. 11:56:21
4 MS. FJND: Let's go off the record for just 11:56:32
5 a moment. 11:56:34
6 Okay? 11:56:37
7 MS. KANTOR: Yes. 11:56:37
8 MS. FUND: The time is 11:56 p.m. 11:56:38
9 (Recess.) 12:07:48
10 MS. FUND: Back on the record. The time is 12:07:48
11 12:07 p.m. 12:07:51
12 BY MS. FUND: 12:07:55
13 Q. Ms. Beuder, you testified previously about 12:08:01
14 certain objectives that you were asked to accomplish 12:08:06
15 during your employment with OLG School; correct? 12:08:12
16 A. Yes. 12:08:14
17 Q. Are there any other objectives that you can 12:08:15
18 think of that you haven't already told me about? 12:08:18
19 A. Can you read back to me what I said? I am 12:08:22
20 sure there were more. 12:08:31
21 Q. Sure. I can go through the list that I 12:08:32
22 have written down. Some of the objectives you 12:08:34
23 testified to were to address the decline in 12:08:38
24 enrollment, you were responding to recommendations 12:08:41
25 from the 2006 accreditation, as well as the 2012 12:08:45

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April L. Beuder

May 4, 2017

1 accreditation, you -- and then part of those 12:08:50
2 recommendations within the accreditation involved 12:08:58
3 the reading and writing program. 12:09:04
4 A. Uh-huh. 12:09:05
5 Q. A negative parental perception. 12:09:06
6 A. Uh-huh. 12:09:10
7 Q. As well as the dire fiscal situation that 12:09:11
8 the school was in. 12:09:15
9 Is there any other objectives that you can 12:09:15
10 think of? 12:09:17
11 MS. KANTOR: I'm going to object to the 12:09:18
12 extent it misrepresents testimony. 12:09:19
13 BY MS. FUND: 12:09:21
14 Q. Did I in any way misrepresent what you 12:09:21
15 said? 12:09:24
16 A. The last part there isn't quite -- 12:09:24
17 Q. About the fiscal situation? 12:09:26
18 A. Yeah. So it's not clear to me. Can you 12:09:28
19 reread the last two that you just said from your 12:09:34
20 notes? 12:09:36
21 Q. Sure. 12:09:36
22 I have written down that you testified 12:09:37
23 about a negative parental perception. 12:09:38
24 A. Yes.
25 Q. As well as a dire fiscal situation. 12:09:42

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L. Beuder

May 4, 2017

1 I am reading back what I have written down 12:09:50
2 that you testified to. If it in any way 12:09:53
3 mischaracterizes what your objectives are, please 12:09:55
4 let me know. 12:09:58
5 A. The concern would be that "dire" could be 12:10:01
6 misconstrued by others, but, yes, the -- 12:10:03
7 Q. Fiscal situation of the school? 12:10:08
8 A. Yes, fiscal situation. 12:10:09
9 Q. Any other objectives that you can think of? 12:10:13
10 A. We -- I was also asked to -- I was also 12:10:17
11 asked to provide the necessary resources and 12:10:32
12 personnel to support our vision of becoming an 12:10:38
13 inclusive learning community. 12:10:45
14 THE REPORTER: (Reporter clarification.)
15 THE WITNESS: Inclusive learning community.
16 BY MS. FUND:
17 Q. What is that? 12:10:51
18 A. As part of our mission as Catholic 12:10:51
19 educators, we are called to provide an inclusive 12:10:57
20 learning environment where students, regardless of 12:11:00
21 their abilities, learning styles, any other factors 12:11:07
22 are welcomed, and their needs are met on an 12:11:19
23 individual basis. 12:11:22
24 Q. Before I ask you more about that, any other 12:11:23
25 objectives? 12:11:28

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1 A. We also were opening a preschool. So I was 12:11:29
2 charged with making sure that that rollout was 12:11:38
3 successful. 12:11:43
4 Q. Was that at the physical OLG School? 12:11:44
5 A. Yes. 12:11:49
6 Q. Any other objectives? 12:11:50
7 A. That's all I recall at this time, but I had 12:11:52
8 quite a few. 12:12:02
9 Q. Were these objectives that were asked of 12:12:03
10 you when you started or that you proposed to the 12:12:08
11 school? 12:12:12
12 A. They were given to me by the pastor and 12:12:12
13 accreditation team via the current principal. 12:12:18
14 Q. And who was the principal at the time you 12:12:22
15 were -- just before you were hired? 12:12:26
16 A. Sheryl Hunt, H-u-n-t. 12:12:29
17 Q. Are students required to be Catholic to 12:12:32
18 attend the school? 12:12:40
19 A. No. 12:12:41
20 Q. Are the majority of the students that 12:12:43
21 attend the school Catholic? 12:12:49
22 A. Yes. 12:12:51
23 Q. And presently what grades does OLG School 12:12:51
24 teach? 12:12:58
25 A. Transitional kindergarten through 8th 12:12:59

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1 grade. We also have a preschool for three and 12:13:05
2 four -- three-, four- and five-year-olds. 12:13:08
3 Q. Is that the preschool you opened up when 12:13:12
4 you started? 12:13:16
5 A. It was in process, and it opened, yes, my 12:13:17
6 first year. 12:13:22
7 Q. So since you started in 2012, has the 12:13:24
8 school had transitional kindergarten through 8th 12:13:30
9 grade and preschool?
10 A. Transitional kindergarten I introduced in 12:13:35
11 response to the needs of the community in two -- 12:13:37
12 this would be our 4th year. That would have been 12:13:41
13 2013/14, I believe. 12:13:44
14 Q. We'll get into more of the details of the 12:13:50
15 reading and writing program a little bit later. 12:14:09
16 My question to you is whether that was a 12:14:12
17 specific recommendation from the accreditation or 12:14:20
18 whether that sort of fell under the bubble of 12:14:23
19 increasing academic rigor at the school? 12:14:27
20 MS. KANTOR: Vague. 12:14:31
21 THE WITNESS: The March 2012 report of 12:14:33
22 findings from the accreditation team listed the 12:14:44
23 school's failure to address the recommendation from 12:14:50
24 2006 which referenced a school-wide reading program 12:14:57
25 that would be consistent, K through 8. 12:15:04

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1 BY MS. FUND: 12:15:07
2 Q. So they were recommending a consistent 12:15:09
3 program from K to 8? 12:15:12
4 A. It was -- yes. 12:15:13
5 Q. Reading and writing or just reading? 12:15:17
6 A. I believe, but I can clarify if I could 12:15:19
7 review the document. I believe they referenced 12:15:26
8 reading. The failure -- these are more than 12:15:30
9 recommendations. I use that word. But failure to 12:15:37
10 follow those recommendations and achieve the 12:15:41
11 goals -- it's identified as a goal -- resulted in 12:15:44
12 less than a full year of accreditation for the 12:15:49
13 school in March of 2012. 12:15:51
14 Q. What do you mean by that? 12:15:54
15 A. A full accreditation is six years, and so 12:15:55
16 the accreditation team comes in and spends time with 12:16:01
17 you and your self-study and time on the campus, 12:16:06
18 supporting evidence, and based upon their report of 12:16:11
19 findings, a school receives an accreditation status. 12:16:16
20 Because the goals from 2006 had not been 12:16:21
21 addressed by 2012, in March of 2012, OLG School 12:16:26
22 received a 6-R, which is a three-year midterm review 12:16:32
23 rather than a full six-year accreditation. 12:16:40
24 Q. Do you know the next time that the 12:16:57
25 accreditation group is scheduled to come to the 12:16:59

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1 BY MS. FUND:
2 Q. I would say it went well then. 12:18:04
3 A. It went very well. 12:18:06
4 Q. When you were hired in 2012 and one of your 12:18:08
5 objectives was to address the issues with the 12:18:42
6 reading and writing program, how did you determine 12:18:46
7 what new program to implement? 12:18:53
8 MS. KANTOR: Lacks foundation. 12:18:59
9 THE WITNESS: To support the school's 12:19:03
10 mission to become an inclusive learning community, 12:19:11
11 the entire culture of the school needed to 12:19:18
12 transition from a culture of teaching to a culture 12:19:22
13 of learning. Part of that transition from a culture 12:19:25
14 of teaching to a culture of learning requires an 12:19:34
15 understanding of differentiated instruction and what 12:19:41
16 that means to the individual learner. 12:19:47
17 In choosing a reading program, which is one 12:19:50
18 aspect of a balanced literacy program, I evaluated 12:19:57
19 those programs that would best support a 12:20:03
20 differentiated learning experience for our students 12:20:10
21 which supports our larger mission to be inclusive 12:20:16
22 and responsive to the individual. 12:20:20
23 BY MS. FUND: 12:20:23
24 Q. And what was the name of this program that 12:20:24
25 you ultimately selected? 12:20:26

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1 A. Sure. I ultimately selected the Readers 12:20:28
2 and Writers Workshop model, curriculum resources 12:20:32
3 provided by Lucy Calkins. Much of the research 12:20:37
4 behind the project was conducted at Teacher's 12:20:44
5 College. 12:20:48

6 Q. How did you learn about this program? 12:20:49
7 MS. KANTOR: Overbroad. 12:20:57
8 THE WITNESS: Can you be -- 12:20:59
9 BY MS. FUND: 12:21:04

10 Q. Is there something about my question you 12:21:04
11 don't understand? 12:21:07
12 MS. KANTOR: Argumentative. 12:21:07
13 THE WITNESS: What do you mean by "how"? 12:21:08
14 BY MS. FUND: 12:21:10

15 Q. Did you hear about it from someone? Did 12:21:10
16 you find out about it online? Did you have a friend 12:21:13
17 who uses this program at their school? 12:21:16

18 A. I was part of a process at another school 12:21:19
19 site where we did research to determine the most 12:21:25
20 effective reading programs available to support a 12:21:31
21 differentiated learning environment. 12:21:37

22 Q. To your knowledge, had this Readers and 12:21:39
23 Writers Workshop model actually been implemented at 12:21:47
24 other schools? 12:21:51
25 A. Yes. 12:21:51

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1 Q. What other schools? 12:21:52

2 MS. KANTOR: Lacks foundation. 12:21:53

3 THE WITNESS: At the prior school site 12:21:56

4 where I was, we successfully implemented Readers and 12:21:58

5 Writers Workshop model. 12:22:04

6 BY MS. FUND: 12:22:06

7 Q. What was the name of that school? 12:22:06

8 A. American Martyrs. 12:22:07

9 Q. Any other schools that you are aware of 12:22:10

10 that utilizes this program or model? 12:22:14

11 A. Mary Star, San Pedro. I know there are a 12:22:18

12 number of public schools in the area. Manhattan 12:22:23

13 Beach Unified. I recall reading that Redondo Public 12:22:28

14 School District was considering it as well. 12:22:39

15 Q. To your knowledge, how does Sara Kersey fit 12:22:45

16 into this model? 12:22:50

17 MS. KANTOR: Vague; lacks foundation. 12:22:51

18 THE WITNESS: Dr. Kersey, Dr. Sara Kersey 12:22:56

19 is a teaching fellow at UCLA who teaches teachers of 12:23:03

20 reading, and she was instrumental in providing 12:23:13

21 professional development. To me personally, as well 12:23:20

22 as members of the faculty and staff. 12:23:28

23 BY MS. FUND: 12:23:34

24 Q. When did you first meet Ms. Kersey, 12:23:34

25 Dr. Kersey? 12:23:37

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1	2012.	13:46:16
2	Do you know what position	13:46:18
3	Ms. Morrissey-Berru held at that time?	13:46:21
4	MS. KANTOR: Objection to the extent it	13:46:22
5	misrepresents testimony.	13:46:24
6	THE WITNESS: I signed it in March. It was	13:46:27
7	effective July 1st.	13:46:31
8	BY MS. FUND:	13:46:32
9	Q. Okay.	13:46:33
10	A. To my knowledge, she was a 5th grade	13:46:33
11	teacher in a self-contained classroom.	13:46:39
12	Q. And just for the record, can you explain to	13:46:44
13	me what self-contained means?	13:46:47
14	A. Self-contained, meaning the teacher was	13:46:49
15	responsible for all subjects as opposed to	13:46:52
16	departmentalized where students would rotate and	13:46:56
17	have a language arts teacher or math teacher.	13:46:58
18	Q. Did you play any role in	13:47:00
19	Ms. Morrissey-Berru's contract for the 2012/2013	13:47:03
20	school year?	13:47:07
21	A. Yes.	13:47:07
22	Q. Okay. Did you play any role in the 2011 to	13:47:09
23	2012 contract between Ms. Morrissey-Berru and OLG	13:47:16
24	School?	13:47:24
25	A. No.	13:47:24

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1 MS. FUND: Let's mark as Exhibit 4 the 13:47:49
2 documents that are Bates stamped OLG 0013 through 13:47:54
3 OLG 0018. 13:47:59
4 (Plaintiff's Exhibit 4 was marked for 13:48:11
5 identification by the court reporter and
6 is attached hereto.) 13:48:13
7 BY MS. FUND: 13:48:13
8 Q. Can you let me know if you have ever seen 13:48:14
9 this document before? 13:48:17
10 A. Yes. 13:48:19
11 Q. What is this document? 13:49:06
12 A. This is an employment agreement. 13:49:07
13 Q. Between who? 13:49:10
14 A. Between Deirdre Morrissey-Berru and Our 13:49:13
15 Lady of Guadalupe School. 13:49:17
16 Q. For what period of time? 13:49:18
17 A. July 1, 2012, through June 30th, 2013. 13:49:20
18 Q. What was your role with this contract? 13:49:26
19 MS. KANTOR: Vague. 13:49:30
20 THE WITNESS: Can you be more specific? 13:49:32
21 BY MS. FUND: 13:49:42
22 Q. Sure.
23 You testified previously that you played a 13:49:42
24 role in this contract, and I just want to know what 13:49:43
25 you meant by that. 13:49:46

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1	A. So I was the one who offered	13:49:47
2	Mrs. Morrissey-Berru this contract.	13:49:51
3	Q. And what was -- what position was this	13:49:52
4	contract for?	13:50:08
5	A. The same position, Grade 5, self-contained.	13:50:09
6	Q. Teacher?	13:50:14
7	A. Teacher, yes.	13:50:15
8	Q. Can you please turn to what is marked	13:50:17
9	OLG 0015.	13:50:31
0	And is that your signature at the bottom of	13:50:35
1	the page?	13:50:38
2	A. Yes.	13:50:38
3	Q. And can you read the line directly	13:50:38
4	underneath your signature?	13:50:48
5	A. Yes.	13:50:50
6	"I accept the position as	13:50:51
7	elementary teacher at OLG School on	13:50:54
8	each and all of the terms and	13:50:57
9	conditions set forth in the above	13:50:58
0	agreement in the attached	13:51:00
1	compensation benefit supplement."	13:51:02
2	Q. Did you write in the word "elementary	13:51:04
3	teacher"?	13:51:08
4	A. Uh-huh, yes.	13:51:08
5	Q. And "OLG"?	13:51:09

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1	speculation.	13:56:37
2	BY MS. FUND:	13:56:37
3	Q. To your knowledge.	13:56:37
4	A. To my knowledge, that's Father Raymond	13:56:38
5	Mallett's signature.	13:56:43
6	[Q. Is a pastor required to sign the faculty	13:56:44
7	employment agreements?	13:56:49
8	[A. Yes.	13:56:50
9	Q. Do you personally provide the employment	13:56:51
10	agreements to the pastor for him to sign?	13:56:59
11	A. Typically.	13:57:02
12	Q. That would be after you met with the	13:57:03
13	employee and signed everything?	13:57:05
14	A. Afterwards, yes.	13:57:08
15	Q. Was Ms. Morrissey-Berru offered any	13:57:10
16	position, other than 5th grade self-contained	13:57:28
17	teacher for the 2012 to 2013 school year?	13:57:31
18	A. At Our Lady of Guadalupe School?	13:57:35
19	Q. Correct.	13:57:42
20	A. From me?	13:57:43
21	Q. Correct.	13:57:44
22	A. Not that I recall.	13:57:44
23	Q. During the 2012 to 2013 school year, did	13:58:16
24	Ms. Morrissey-Berru have any title other than 5th	13:58:27
25	grade teacher?	13:58:30

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1 calculated to lead to the discovery of admissible
2 evidence. 14:02:42

3 THE WITNESS: To the best of my 14:02:42
4 recollection, I can't recall whether it was one or 14:02:43
5 two or whether we split it that year. I could 14:02:46
6 certainly get that for you, though. 14:02:51

7 BY MS. FUND:

8 Q. But the majority of teachers at the school 14:02:53
9 that were self-contained did not teach Spanish to 14:02:55
10 students? 14:02:59

11 A. No teachers taught their own Spanish. 14:02:59
12 Every student had a Spanish teacher. 14:03:02

13 Q. Can you please turn to Page OLG 0011. 14:03:06

14 A. Uh-huh, yes. 14:03:15

15 Q. Is all of the handwriting on this page your 14:03:17
16 handwriting? 14:03:20

17 A. Yes. 14:03:21

18 Q. Okay. And did you -- can you please read 14:03:25
19 to me the last line of handwriting on the bottom of 14:03:32
20 the page? 14:03:35

21 A. "Fully implement Readers/Writers Workshop." 14:03:36

22 Q. And can you tell me why you wrote that into 14:03:40
23 this contract? 14:03:42

24 MS. KANTOR: Calls for a narrative. 14:03:43

25 THE WITNESS: To ensure that 14:03:47

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1 Mrs. Morrissey-Berru understood the expectations for 14:03:54
2 the 2013/14 school year. 14:04:02
3 BY MS. FUND: 14:04:05
4 Q. Did you write that into any other teachers' 14:04:06
5 employment contracts? 14:04:10
6 A. I don't recall at this time if it was 14:04:11
7 necessary. 14:04:20
8 Q. So you don't recall one way or another 14:04:21
9 whether you did? 14:04:23
10 A. I don't recall one way or the other. 14:04:25
11 Q. At the time, had Ms. Morrissey-Berru given 14:04:27
12 you any reason to think that she didn't understand 14:04:31
13 the expectations for the 2013/2014 school year? 14:04:34
14 A. No. 14:04:38
15 Clarification: At the time of the signing 14:04:46
16 of this contract? 14:04:47
17 Q. Correct. 14:04:48
18 A. No. She was clear. 14:04:49
19 Q. Let's just turn to the last page, OLG 0012. 14:04:51
20 In the middle of the page, it says, "I accept a 14:05:03
21 position as teacher at OLG School"; correct? 14:05:06
22 A. Yes. 14:05:09
23 Q. Did you write in "OLG"? 14:05:10
24 A. That's not my writing. 14:05:12
25 Q. But, again, the position she was hired for 14:05:14

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1 Q. Did you type in those zeros? 14:08:37

2 A. Yes. 14:08:40

3 Q. When we go down to the next section which 14:08:41

4 says, "Base compensation," see how again there's 14:08:45

5 lines with filled-in, typed-up information? 14:08:47

6 A. Yes. 14:08:51

7 Q. We see 28,000 annually based on 25 total 14:08:51

8 number of regular hours worked in the term at the 14:08:55

9 rate of, and it says, "N," slash, "A," per hour? 14:08:58

10 A. Yes. 14:09:03

11 Q. Did you type that in? 14:09:03

12 A. Yes. 14:09:04

13 Q. Let's turn to the next page, OLG 000C5, 14:09:05

14 and, again, at bottom of the page, you see where it 14:09:21

15 says "Other requirements," and it looks like typed 14:09:24

16 in "Assist with liturgy planning for school mass"? 14:09:27

17 A. Yes. 14:09:30

18 Q. Did you type that in? 14:09:30

19 A. Yes. 14:09:32

20 Q. And what did you mean by "Assist with 14:09:32

21 liturgy planning for school masses"? 14:09:36

22 A. Mrs. Morrissey-Berru, each year that I 14:09:40

23 was -- served as principal was very active in 14:09:45

24 planning liturgy for the school and her class. 14:09:49

25 According to Ms. Morrissey-Berru and Father Ray and 14:09:55

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1 her colleagues, this is something she had done prior 14:10:02
2 to my arrival as well. 14:10:06

3 When I met with Mrs. Morrissey-Berru to 14:10:08
4 sign this agreement for the following school year, I 14:10:15
5 wanted her to know that that support was still 14:10:19
6 welcome if -- that participation was still welcome 14:10:22
7 if she was willing, and she was. She seemed very 14:10:26
8 much to enjoy planning liturgy; so it was my way of 14:10:29
9 extending her the invitation to continue 14:10:37
10 participating in that manner. 14:10:41

11 Q. It says, "Other requirements;" correct? 14:10:44

12 A. Yes. 14:10:46

13 Q. So was it an invitation, or was it a 14:10:46
14 requirement of her contract? 14:10:49

15 A. If she had not wanted it there, I would 14:10:50
16 have taken it out. 14:10:53

17 Q. But she didn't indicate to you that she 14:10:55
18 wanted it taken out? 14:10:57

19 A. No. She was very happy to continue 14:10:58
20 performing those additional planning sessions. 14:11:02

21 Q. So, again, if she didn't -- it wouldn't 14:11:05
22 have been a requirement? She wouldn't have lost her 14:11:08
23 job? 14:11:10

24 A. No. 14:11:11

25 Q. When you say "Active in," quote, "planning 14:11:11

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1 liturgy," what does that mean? What was her prior 14:11:15
2 role? 14:11:20

3 A. Mrs. Morrissey-Berru was instrumental in 14:11:21
4 preparing her classroom for weekly mass as well as 14:11:31
5 preparing students for school-wide liturgy services. 14:11:38
6 Sometimes they were masses, sometimes they were 14:11:44
7 liturgical services that were performed for the 14:11:49
8 entire school community, parents and students. 14:11:53

9 Specifically, Catholics have special feast 14:11:57
10 days in addition to regular mass attendance. Juan 14:12:02
11 Diego -- Mrs. Morrissey-Berru planned that liturgy 14:12:08
12 celebration. She enjoyed planning the Saint 14:12:14
13 Patrick's Day celebrations that were in the church. 14:12:19
14 And for us as Catholics, the most sacred time of our 14:12:24
15 liturgical calendar year are the days and events 14:12:32
16 leading up to Easter Sunday, the mass Triduum. 14:12:36

17 Part of that experience is reenacting the 14:12:42
18 passion, which is known to some as the way of the 14:12:47
19 cross but involves the journey of Jesus in his final 14:12:53
20 hours and eventual crucifixion. 14:12:59

21 Mrs. Morrissey-Berru planned and organized 14:13:05
22 that celebration each year that I served as her 14:13:12
23 principal and, according to Ms. Morrissey-Berru, in 14:13:16
24 years past. 14:13:21

25 Q. Do you know specifically what she did to 14:13:23

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1 plan or organize the celebrations? 14:13:25

2 A. She would work with the students to help 14:13:27

3 them prepare the dialogue from the scripture that 14:13:31

4 would be used. She would help them rehearse. She 14:13:38

5 would explain the scriptural significance of the 14:13:49

6 passion play to the students. 14:13:59

7 Q. So she helped them plan their reading for 14:14:04

8 the events? 14:14:07

9 A. Yes. 14:14:08

10 MS. KANTOR: Pause between the questions 14:14:08

11 for me to object. 14:14:11

12 Objection to the extent it misrepresents 14:14:12

13 all of her testimony. 14:14:15

14 THE WITNESS: There were other 14:14:21

15 celebrations. That's what I can recall at this 14:14:21

16 time. 14:14:24

17 BY MS. FUND:

18 Q. Can you please turn to OLG 00006. 14:14:30

19 Is that your signature at the top of the 14:14:39

20 page? 14:14:41

21 A. Yes, it is. 14:14:41

22 Q. And can you explain to me what that line -- 14:14:43

23 can you please read to me the line that is 14:14:49

24 underneath your signature that starts with, "I 14:14:51

25 accept."

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1 personnel file; correct? 14:31:35

2 MS. KANTOR: Lacks foundation; 14:31:36

3 mischaracterizes previous testimony. 14:31:37

4 THE WITNESS: There's more to the 14:31:39

5 performance appraisal process than just the 14:31:40

6 documents. Performance appraisal often takes place 14:31:43

7 in a conversation as well. 14:31:49

8 BY MS. FUND: 14:31:52

9 Q. And that would or would not be documented? 14:31:53

10 A. Not necessarily. As the instructional 14:31:56

11 leader, it's my job to coach and set goals with 14:32:06

12 employees in a collaborative process. So there's a 14:32:11

13 great deal of performance appraisal that takes place 14:32:16

14 conversationally on the spot in a classroom. 14:32:21

15 Q. So right now I just want to focus on the 14:32:26

16 formal performance appraisals. 14:32:28

17 A. Which includes -- which includes 14:32:31

18 establishing a close working relationship with the 14:32:36

19 individual. So you need to clarify for me what you 14:32:40

20 are referring to. 14:32:42

21 Q. My question is -- I am just trying to 14:32:44

22 confirm whether or not, if there was a performance 14:32:48

23 appraisal, a formal one, whether or not it would be 14:32:51

24 documented. And as I understand your testimony, it 14:32:55

25 could have been, but not necessarily? 14:32:57

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1 MS. KANTOR: Objection to the extent it 14:35:48
2 misstates --
3 THE WITNESS: I did not say -- 14:35:50
4 MS. KANTOR: -- testimony.
5 THE WITNESS: -- I only have recollection 14:35:51
6 of one. 14:35:52
7 BY MS. FUND: 14:35:53
8 Q. So how many do you have a present 14:35:53
9 recollection of? 14:35:56
10 A. Two to three. 14:35:57
11 Q. Again that's during the 2012/2013 school 14:35:58
12 year? 14:36:04
13 A. Yes. 14:36:04
14 Q. How about during the 2013 to 2014 school 14:36:08
15 year? 14:36:16
16 A. I would expect they would be the same. 14:36:16
17 Q. That's two to three? 14:36:20
18 A. Two to three. 14:36:22
19 Q. How about during the 2014 to 2015 school 14:36:23
20 year? 14:36:27
21 A. I wanted to finish. 14:36:27
22 In addition to any documentation between me 14:36:29
23 and the employee, because we were engaging the 14:36:33
24 service of Dr. Sara Kersey and Dr. Mitchell, they 14:36:37
25 were also performance appraisals that were provided 14:36:42

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1 by them relative to the areas that they were 14:36:49
2 providing support in. 14:36:54
3 Q. Sure. I just want to focus on the ones 14:36:55
4 that you worked on now. 14:36:58
5 A. Those were instrumental in the 14:37:00
6 conversations that I was having because they were 14:37:02
7 specifically related to the goals that we had 14:37:04
8 identified together. So they are an important part 14:37:07
9 of the appraisal process. 14:37:09
10 Q. That's fine. But my question to you only 14:37:11
11 relates to the performance appraisals that you were 14:37:13
12 specifically and directly involved with. 14:37:17
13 A. Uh-huh. 14:37:19
14 Q. Again, how many are we looking at for 2014 14:37:19
15 to 2015? 14:37:22
16 A. She was working part time at that time, if 14:37:24
17 my timeline is correct. One to two would be my best 14:37:30
18 recollection at this time. 14:37:38
19 Q. And does the fact that Ms. Morrissey-Berru 14:37:39
20 was part time during that -- during that year, does 14:37:46
21 that impact that you made -- would have had one less 14:37:50
22 performance appraisal with her? 14:37:55
23 MS. KANTOR: Lacks foundation. 14:37:57
24 THE WITNESS: Again, referring back to the 14:38:03
25 specific goals identified for each teacher and the 14:38:09

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1 A. I realize that. It's not a yes-or-no 14:52:43
2 answer.

3 MS. FUND: Can you read back my question. 14:52:46
4 (The previous question was read back by 14:53:02
5 the court reporter as follows:
6 "QUESTION: And was that informal
7 counseling, parentheses, verbal
8 documented in any way?")
9 THE WITNESS: How do you define documented? 14:53:07
10 BY MS. FUND:
11 Q. Put in writing. 14:53:10
12 A. I consider documentation any notes written 14:53:12
13 on lesson observations, evaluations, specifically in 14:53:22
14 the recommendations section. 14:53:31
15 Q. I just want to make sure we're on the same 14:53:38
16 page. 14:53:41
17 Can you just read the sentence underneath 14:53:41
18 "Informal counseling," parentheses, "verbal"? 14:53:43
19 A. "If a staff member's conduct adversely 14:53:46
20 affects performance or the performance of other 14:53:50
21 staff, the person in charge will meet with the 14:53:51
22 individual to discuss the problem, the consequences, 14:53:53
23 if it continues, and a plan to correct the 14:53:56
24 situation." 14:53:59
25 Q. Okay. So during the 2012 to 2013 school 14:53:59

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1 year, what acts did Ms. Morrissey-Berru display that 14:54:16
2 led to informal counseling, verbal informal 14:54:26
3 counsels? 14:54:30
4 MS. KANTOR: Vague; overbroad; lacks 14:54:31
5 foundation. 14:54:45
6 THE WITNESS: The verbal counseling that I 14:54:45
7 engaged with Mrs. Morrissey-Berru pertained to the 14:54:47
8 goals we set for her with respect to implementing 14:54:54
9 Readers and Writers Workshop, differentiating her 14:54:58
10 instruction, and those would be referenced in my 14:55:02
11 recommendations when I would do lesson observations. 14:55:09
12 BY MS. FUND: 14:55:15
13 Q. Again, my question is the act. So was the 14:55:16
14 act her not complying with the Readers and Writers 14:55:18
15 Workshop? 14:55:28
16 MS. KANTOR: Vague; lacks foundation. 14:55:28
17 THE WITNESS: When you use the word "act," 14:55:51
18 you are talking about a single point in time? 14:55:53
19 BY MS. FUND: 14:55:56
20 Q. So what I am doing is I am taking a look at 14:55:56
21 OLG 0347, which is Page 36 of the 2013 to 2014 staff 14:56:00
22 handbook. And on this page, it reads: 14:56:08
23 "Employees are expected to strive 14:56:10
24 for excellence in the performance of 14:56:12
25 their duties; however, there may be 14:56:14

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1 times when the person in charge must 14:56:17
2 counsel or even discipline an 14:56:19
3 employee." 14:56:21
4 And then I'm just jumping down to the 14:56:23
5 next paragraph where it says, "Disciplinary action." 14:56:25
6 That's what the paragraph is entitled, and it says: 14:56:27
7 "This list is not intended to be 14:56:30
8 all inclusive; however, examples of 14:56:32
9 acts that may lead to disciplinary 14:56:35
10 action, including suspension or 14:56:38
11 termination are" -- and then it lists 14:56:40
12 several different acts. 14:56:43
13 A. So when you use the word "act," you're 14:56:44
14 referring to this list? 14:56:46
15 Q. Correct. 14:56:47
16 Again, it doesn't have to be something that 14:56:48
17 is on this list because, again, this list is not all 14:56:50
18 inclusive. But I'm just trying to figure out what 14:56:54
19 that act is that requires this informal counseling 14:56:55
20 during the 2012/2013 school year. 14:56:59
21 A. I was working closely with 14:57:21
22 Mrs. Morrissey-Berru during the 2012/13 school year 14:57:24
23 to ensure that she was able to meet her job 14:57:31
24 responsibilities specific to Readers and Writers 14:57:37
25 Workshop to prevent her from failing. I was 14:57:42

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1 engaging in conversation and dialogue with her to 14:57:44
2 determine how best to support her. So my concern -- 14:57:51
3 the act would have been a failure to meet job 14:57:59
4 responsibilities. 14:58:04

5 Q. And, again -- 14:58:06

6 A. Possibly inability to work cooperatively 14:58:08
7 with the person in charge, peers or subordinates. 14:58:12

8 Q. And you said -- again, correct me if I am 14:58:17
9 misstating you -- that the purpose of your informal 14:58:26
10 counseling during that time was to prevent her from 14:58:31
11 failing at her responsibilities; correct? 14:58:34

12 MS. KANTOR: Objection; mischaracterizes 14:58:36
13 testimony. 14:58:40

14 BY MS. FUND: 14:58:44

15 Q. I can have her read back your testimony, if 14:58:44
16 you would like, if that's not accurate. I am trying 14:58:47
17 to get your best testimony. 14:58:50

18 A. There was quite a bit prior to that 14:58:53
19 sentence that you read back. 14:59:00

20 Q. So is what I just said accurate or not? 14:59:06

21 MS. KANTOR: Argumentative. 14:59:09

22 THE WITNESS: I feel it was incomplete -- 14:59:22
23 what you read. It was not my complete response. 14:59:25

24 BY MS. FUND: 14:59:27

25 Q. Is it fair to say -- and you can let me 14:59:29

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1 know if it's not -- that the purpose of your 14:59:33
2 informal counseling during the 2012 to 2013 school 14:59:37
3 year was to prevent Ms. Morrissey-Berru from failing 14:59:42
4 at her responsibilities? 14:59:49
5 I obviously haven't described the specifics 14:59:54
6 of the responsibility, but, again, we're trying to 14:59:58
7 get general -- 15:00:00
8 A. At the risk of repeating myself. 15:00:02
9 Q. I am just asking if that's accurate or not. 15:00:04
10 MS. KANTOR: I am going to -- 15:00:06
11 THE WITNESS: It's not accurate. 15:00:07
12 MS. KANTOR: -- object. 15:00:16
13 (Speaking simultaneously.)
14 (Whereupon the court reporter gives
15 an admonishment not to speak over
16 each other.)
17 MS. KANTOR: And her response was, "It's
18 not accurate." 15:00:19
19 BY MS. FUND: 15:00:19
20 Q. How is it not accurate? 15:00:20
21 MS. KANTOR: I will object. Asked and 15:00:21
22 answered; misstates the testimony; argumentative. 15:00:25
23 THE WITNESS: Engaging in verbal 15:00:44
24 communication, slash, counseling, with 15:00:48
25 Mrs. Morrissey-Berru during 2012/13 was to support 15:00:54

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1 her in implementations of Readers and Writers 15:01:00
2 Workshop, specifically Reader's Workshop, monitor 15:01:05
3 her progress towards the goal and determine what 15:01:14
4 other support resources were necessary to help her 15:01:20
5 and prevent her from not meeting expectations. 15:01:25

6 BY MS. FUND:

7 Q. Okay. At that time -- again, I am using 15:01:33
8 the language from the last paragraph -- had she 15:01:43
9 engaged in conduct that had adversely affected her 15:01:46
10 performance or the performance of other staff 15:01:51
11 members? 15:01:53

12 MS. KANTOR: Objection; vague; lacks 15:01:55
13 foundation. 15:02:01

14 THE WITNESS: I was becoming concerned at 15:02:11
15 the progress she was making with respect to 15:02:14
16 implementing the new reading program and her ability 15:02:19
17 to support students with special needs. 15:02:23

18 BY MS. FUND: 15:02:28

19 Q. You believe she had a special -- what was 15:02:29
20 the issue with the special needs students? 15:02:32

21 A. Her ability to support students who had 15:02:34
22 special needs. 15:02:39

23 Q. You thought she had issues with that? 15:02:40

24 MS. KANTOR: Objection; vague. 15:02:43

25 THE WITNESS: No, that's not what I said. 15:02:44

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1 BY MS. FUND: 15:02:46

2 Q. Can you clarify for me what you meant. 15:02:47

3 A. Which part? 15:02:49

4 Q. With her abilities to support special needs 15:02:50

5 students. You said there was a concern there? 15:02:54

6 MS. KANTOR: Objection as to the extent it 15:02:56

7 misstates prior testimony; vague. 15:03:01

8 THE WITNESS: You may recall one of the 15:03:04

9 first things I shared was that Our Lady of Guadalupe 15:03:07

10 School made a commitment to inclusive learning which 15:03:11

11 includes students with special needs which was a 15:03:15

12 relatively new approach for the school; so 15:03:21

13 professional development in the form of explicit 15:03:30

14 training as well as human resources was engaged to 15:03:35

15 provide support for teachers as we became more 15:03:41

16 inclusive. 15:03:47

17 BY MS. FUND: 15:03:48

18 Q. So in what way did that relate to 15:03:52

19 Ms. Morrissey-Berru? 15:03:54

20 MS. KANTOR: Overbroad; vague. 15:03:54

21 THE WITNESS: I don't understand what you 15:03:59

22 are asking me. 15:03:59

23 BY MS. FUND:

24 Q. I'm going to step around and look at her 15:04:04

25 screen which will show me some of your prior 15:04:07

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1 BY MS. FUND: 15:05:49

2 Q. So what was your concern relating to her 15:05:49

3 ability to support students with special needs? 15:05:51

4 A. The first step in supporting students with 15:06:04

5 special needs is differentiating your instruction. 15:06:07

6 I was not seeing evidence of consistently 15:06:13

7 differentiated instruction. 15:06:21

8 Q. And that was not evident to you during the 15:06:26

9 class visits you had during that school year? 15:06:45

10 MS. KANTOR: Lacks foundation. 15:06:47

11 BY MS. FUND: 15:06:53

12 Q. During these classroom observations you 15:06:53

13 had. 15:06:55

14 A. I don't understand your question. 15:06:55

15 Q. You said you did not see evidence of 15:06:57

16 consistent differentiated instruction, and so I'm 15:06:59

17 wondering where you didn't see it. You did not 15:07:04

18 personally observe it? 15:07:06

19 MS. KANTOR: Overbroad; vague; lacks 15:07:09

20 foundation. 15:07:14

21 THE WITNESS: There are a number of ways 15:07:14

22 that I gather evidence: student work samples, 15:07:18

23 instructional practices, both formally observed and 15:07:26

24 also those that I collect when -- during informal 15:07:29

25 walkthroughs, feedback from Dr. Mitchell, feedback 15:07:33

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1 from Dr. Kersey, parental concerns, my one-on-one 15:07:42
2 conversations with Ms. Morrissey-Berru, both formal 15:07:53
3 and informal. 15:08:00
4 BY MS. FUND:
5 Q. Individual conversations? 15:08:03
6 A. Many, many conversations. As the 15:08:05
7 instructional leader of the school, it's my job to 15:08:07
8 engage with the teachers and support them. 15:08:10
9 Q. And when we -- we're taking a look at 15:08:14
10 OLG 347, the two bullet points that you referenced 15:08:29
11 were the failure to meet job responsibilities and 15:08:36
12 you said possibly inability to work cooperatively 15:08:38
13 with persons in charge, peers or subordinates; 15:08:43
14 correct? 15:08:48
15 A. Yes. 15:08:48
16 Q. Okay. And I just want to take a look at 15:08:49
17 this inability to work cooperatively. 15:08:53
18 Can you tell me in what way in 2012 to 15:08:57
19 2013, Ms. Morrissey-Berru behaved which reflected in 15:09:05
20 an inability to work cooperatively with persons in 15:09:13
21 charge, peers or subordinates? 15:09:17
22 MS. KANTOR: Vague; compound; overbroad. 15:09:19
23 THE WITNESS: I believe, I clearly 15:09:29
24 indicated that I had a growing concern towards the 15:09:30
25 latter half of the school year in these areas. 15:09:36

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1 BY MS. FUND: 15:09:39

2 Q. What person in charge are you referring to? 15:09:39

3 A. It would be my -- it would be myself, as 15:09:42

4 well as the professionals engaged to provide 15:09:50

5 support. 15:09:53

6 Q. Who are you referring to there? 15:09:55

7 A. That would be Dr. Kersey, Dr. Mitchell, any 15:09:56

8 colleagues who were also engaging in the same type 15:10:02

9 of professional development. 15:10:05

10 Q. With Ms. Morrissey-Berru? 15:10:07

11 MS. KANTOR: Vague. 15:10:08

12 THE WITNESS: What is your question? 15:10:09

13 BY MS. FUND: 15:10:10

14 Q. Those are the colleagues you're referring 15:10:12

15 to, the ones that were engaged with 15:10:13

16 Ms. Morrissey-Berru? 15:10:16

17 MS. KANTOR: Vague. 15:10:17

18 BY MS. FUND: 15:10:18

19 Q. My question is referring to the inability 15:10:19

20 for her to work cooperatively with persons in 15:10:24

21 charge, and you referenced as examples yourself, 15:10:28

22 Dr. Kersey, Dr. Mitchell, as well as other 15:10:34

23 individuals that might have come to the classroom; 15:10:40

24 is that correct? 15:10:42

25 MS. KANTOR: Objection to the extent it 15:10:42

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1 correct? 15:15:53

2 A. Yes. 15:15:53

3 Q. How would the two of them be required to 15:15:54

4 work together? 15:15:59

5 A. I am trying to choose words that will make 15:15:59

6 sense to someone who is not in education. 15:16:09

7 A successful reading program is vertically 15:16:15

8 aligned, which means that every grade knows what 15:16:18

9 every grade before them is doing and what every 15:16:20

10 grade after them is doing so not to duplicate or 15:16:23

11 leave out specific skills. That's the very first 15:16:25

12 step. 15:16:29

13 In addition to that, conversations in a 15:16:31

14 collaborative culture take place between teachers 15:16:35

15 regarding unit planning, distribution of resources, 15:16:39

16 what strategies are effective for you. 15:16:45

17 Collaboration is the heart of teaching. 15:16:54

18 Q. Is it fair to say that Ms. Bell wanted the 15:16:57

19 5th grade students to be prepared for the reading 15:17:06

20 and writing program as she was going to get them the 15:17:12

21 next year? 15:17:13

22 MS. KANTOR: Objection; lacks foundation. 15:17:18

23 BY MS. FUND: 15:17:19

24 Q. Is that what you mean by "aligned"? 15:17:20

25 MS. KANTOR: Lacks foundation. 15:17:21

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1 THE WITNESS: That would be the expectation 15:17:25
2 for every teacher. 15:17:26
3 BY MS. FUND: 15:17:28
4 Q. Fine. 15:17:29
5 A. Not specific to Ms. Bell. 15:17:29
6 Q. Was Dr. Kersey actually hired as an 15:17:32
7 employee of OLG School? 15:17:44
8 MS. KANTOR: Calls for a legal conclusion; 15:17:46
9 vague. 15:17:49
10 THE WITNESS: How do you define "employee"? 15:17:51
11 BY MS. FUND: 15:17:54
12 Q. You don't know what an employee is? 15:17:55
13 MS. KANTOR: Argumentative. 15:17:57
14 BY MS. FUND: 15:18:01
15 Q. I'm asking. 15:18:01
16 A. I'm not clear what you mean by employee. 15:18:02
17 Q. Did she have an employment contract with 15:18:04
18 the school? 15:18:06
19 MS. KANTOR: Vague. Objection to the 15:18:06
20 extent it goes to Dr. Kersey's privacy. 15:18:11
21 THE WITNESS: She had a contract, but it 15:18:16
22 did not look like a teacher's contract, a full-time 15:18:18
23 teacher's contract. She provided professional 15:18:23
24 development and in-class observations -- in-class 15:18:26
25 observations, one-on-one debriefs, consults. 15:18:34

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1 BY MS. FUND: 15:32:27

2 Q. So I'm just taking a look at Exhibit 4, 15:32:47

3 which is the employment agreement for the 2012/2013 15:32:51

4 school year which reflects a signature and date of 15:32:55

5 the May 21, 2012. 15:32:59

6 Is it your testimony that you had concerns 15:33:03

7 about Ms. Morrissey's implementation of the reading 15:33:08

8 and writing program before May 2012? 15:33:11

9 A. I had concerns about her ability to 15:33:17

10 differentiate instruction, which is essential to 15:33:19

11 Readers and Writers Workshop. 15:33:25

12 Q. And, again, your contract was not effective 15:33:28

13 until July 1st, 2012; correct? 15:33:46

14 MS. KANTOR: Asked and answered. 15:33:52

15 THE WITNESS: Yes. 15:33:53

16 BY MS. FUND: 15:33:54

17 Q. So how did your concerns develop regarding 15:33:55

18 her ability to differentiate instruction prior to 15:33:59

19 July 1st, 2012, or prior to May 2012? 15:34:06

20 MS. KANTOR: Argumentative. 15:34:10

21 THE WITNESS: As I stated earlier, the 15:34:13

22 principal at the time, Ms. Sheryl Hunt, was told by 15:34:16

23 the pastor that all employment decisions should be 15:34:21

24 made by the incoming principal which then became me. 15:34:25

25 I scheduled meetings with -- one-on-one meetings 15:34:36

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1 with every teacher in the spring of 2012 to discuss 15:34:40
2 the goals that I had for the school and their 15:34:44
3 personal goals for their own professional growth. 15:34:51
4 Additionally, as I stated earlier, the 15:35:04
5 declining enrollment was a grave concern to the 15:35:10
6 pastor and the entire community. The one graduating 15:35:17
7 eighth grader was an indication of something is not 15:35:22
8 working effectively in the upper grades where there 15:35:29
9 was high attrition. 15:35:33
10 There was an overstaffing, which I was 15:35:36
11 charged with rectifying. Given the financial 15:35:41
12 constraints and the fact that there were fewer 15:35:46
13 students in the upper grades, a hiring team was 15:35:52
14 formed, and teachers in Grade 5 through 8 were asked 15:35:57
15 to re-interview for their position. 15:36:04
16 BY MS. FUND: 15:36:11
17 Q. This was during the spring of 2012? 15:36:12
18 A. Yes. Approximately April; March, April. 15:36:15
19 Q. This was based -- was this your decision? 15:36:23
20 MS. KANTOR: Overbroad. 15:36:26
21 THE WITNESS: What was -- please clarify. 15:36:27
22 BY MS. FUND: 15:36:30
23 Q. Sure. 15:36:30
24 Was it your decision to ask the 5th to 8th 15:36:31
25 grade teachers to re-interview? 15:36:38

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1 A. I was -- it was suggested to me by the 15:36:39
2 current the pastor that I not renew any of their 15:36:43
3 contracts. In fairness to the employees, I chose to 15:36:47
4 open it up and allow them to re-interview. 15:36:54
5 Q. Was this after the teachers were required 15:37:03
6 to submit their letters of intent? 15:37:11
7 MS. KANTOR: Lacks foundation. 15:37:15
8 THE WITNESS: I can't speculate. 15:37:17
9 BY MS. FUND: 15:37:20
10 Q. Is that usually in March of the school 15:37:20
11 year? 15:37:22
12 MS. KANTOR: Lacks foundation. 15:37:23
13 BY MS. FUND: 15:37:27
14 Q. At least with regards to your school. 15:37:27
15 A. Spring. Typically March, April is when 15:37:33
16 hiring -- when decisions are made. 15:37:36
17 Q. My question isn't really related to hiring, 15:37:39
18 though. 15:37:42
19 Do you have a format at Our Lady of 15:37:42
20 Guadalupe that teachers are required to fill out by 15:37:45
21 a certain date relating to their intent to return 15:37:48
22 for the following school year? 15:37:51
23 A. There's a form that is provided by the 15:37:52
24 Department of Catholic Schools that is used for that 15:37:55
25 purpose. 15:38:00

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1 THE WITNESS: It is a best practice, and I 15:39:40
2 follow best practices. 15:39:43
3 BY MS. FUND: 15:39:44
4 Q. Did you do that for this school year? 15:39:45
5 A. Yes, I did. 15:39:46
6 Q. What date did you instruct them to return 15:39:47
7 their intent to return form? 15:39:50
8 A. I would have to look at the actual form. 15:39:52
9 It was sometime in March. 15:39:55
10 Q. Of this year? 15:39:56
11 A. Of this year. 15:39:59
12 Q. How many times did you personally meet -- 15:40:01
13 when I say "personally meet," I mean in person with 15:40:18
14 Ms. Morrissey-Berru -- before you two signed her 15:40:22
15 employment contract in or about May 21st, 2012? 15:40:26
16 A. Can you ask me that again? 15:40:31
17 Q. Sure. 15:40:52
18 So you testified previously that you 15:40:54
19 scheduled one-on-one meetings with some -- with the 15:41:03
20 teachers in the spring of 2012 to discuss your goals 15:41:09
21 for the school, discuss their personal goals, and 15:41:11
22 that occurred before their contract-signing 15:41:16
23 meetings; correct? 15:41:19
24 A. Yes. 15:41:20
25 Q. So I am just wondering, including this 15:41:21

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1 one-on-one meeting to discuss goals as well as any 15:41:25
2 other meetings, how many times did you meet 15:41:27
3 personally with Ms. Morrissey-Berru prior to that 15:41:30
4 contract-signing meeting on or about May 21st, 2012? 15:41:33
5 A. At least three. 15:41:39
6 Q. Do you recall why you met with her so many 15:41:41
7 times? 15:41:49
8 MS. KANTOR: Can we take a break? 15:42:37
9 BY MS. FUND: 15:42:40
10 Q. You want to answer the question or -- 15:42:41
11 MS. KANTOR: We're not going to -- 15:42:42
12 THE WITNESS: I'm going to answer. I'm 15:42:44
13 going to give an answer. 15:42:46
14 MS. KANTOR: And then I would like to take 15:42:48
15 a break. 15:42:50
16 THE WITNESS: Yeah. I am just getting a 15:42:50
17 tissue. 15:42:53
18 As I stated previously, I was asked by the 15:42:53
19 prior -- by the current pastor to not renew the 15:42:56
20 existing teachers in Grades 5 through 8 and to 15:43:07
21 seriously consider everyone else's renewal as well. 15:43:11
22 Rather than take that bold step, I 15:43:21
23 suggested instead that I take the opportunity to 15:43:29
24 spend some time and allow them to re-interview for 15:43:32
25 their positions with the understanding that there 15:43:36

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1 would be fewer positions because there were not 15:43:39
2 enough students to support that many staff members. 15:43:43
3 In the process of re-interviewing the 15:43:47
4 candidates, at a time of their choosing, with a 15:43:52
5 hiring team, I was again pressured, and there was 15:43:55
6 evidence presented during Ms. Morrissey-Berru's 15:44:05
7 interview with the hiring team that she was not -- 15:44:11
8 did not have a clear understanding of what 15:44:21
9 differentiate instruction was. 15:44:23
10 The hiring team completed their rating 15:44:33
11 scales, which also was evidence that there was some 15:44:42
12 cause to question whether Mrs. Morrissey-Berru 15:44:50
13 understood the foundations of differentiating 15:45:01
14 instruction and her ability to adapt to the new 15:45:06
15 reading program. 15:45:09
16 Against the counsel of the hiring team and 15:45:13
17 the pastor, I made the decision, after prayerful 15:45:21
18 reflection, to offer Mrs. Morrissey-Berru a contract 15:45:32
19 for the 2012/13 school year. 15:45:37
20 BY MS. FUND: 15:45:47
21 Q. You want to take a break? I have some 15:45:48
22 questions about what you just said. 15:45:49
23 A. Sure. 15:45:51
24 Q. Whatever you want to do. 15:45:52
25 MS. KANTOR: It's up to you. 15:45:53

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1 THE WITNESS: I'm fine. 15:45:54
2 MS. FUND: Let's take a break anyways. The 15:45:57
3 time is 3:45 p.m. Let's go off the record. 15:46:01
4 (Recess.) 15:57:27
5 MS. FUND: We're back on the record. The 15:57:27
6 time is 3:57 p.m. 15:57:58
7 BY MS. FUND: 15:58:02
8 Q. We just took a short break. You understand 15:58:05
9 you are still under oath today? 15:58:08
10 A. Yes. 15:58:10
11 Q. And prior to the break, we were discussing 15:58:10
12 meetings you had with Ms. Morrissey-Berru prior to 15:58:22
13 the contract signing in May 2012, and you got a 15:58:26
14 little emotional. 15:58:30
15 Can you explain to me why? 15:58:31
16 A. Yes. I believe that I advocated for 15:58:34
17 Mrs. Morrissey-Berru and provided ample 15:58:55
18 opportunities for her to respond to the support and 15:59:12
19 professional development that was given to her. So 15:59:17
20 it's confusing and -- it's confusing and 15:59:28
21 disheartening that Mrs. Morrissey-Berru does not 15:59:59
22 recognize that. 16:00:08
23 Q. After it was recommended that you not bring 16:00:10
24 back the 5th to 8th grade teaching staff for the 16:00:37
25 2012/2013 school year, you said that there was a 16:00:42

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1 hiring team formed; is that correct? 16:00:46

2 A. Yes. 16:00:48

3 Q. Do you recall who was on that hiring team? 16:00:48

4 A. Father Ray, members of our school board, 16:00:52

5 are Daniel Villa, Todd Walker, and educators outside 16:01:01

6 the community who could give an unbiased opinion. 16:01:10

7 Q. Approximately how many total members do you 16:01:16

8 think there were on that hiring committee? 16:01:20

9 A. To the best of my recollection, there were 16:01:23

10 five and myself. 16:01:30

11 Q. Were you considered a member of the hiring 16:01:35

12 team? 16:01:37

13 A. I was a member. I was present. During the 16:01:38

14 interviews with the hiring team, not all members 16:01:45

15 were present at each interview. 16:01:49

16 Q. And how was the final decision of whether 16:01:57

17 or not to rehire or reoffer someone a position 16:02:09

18 determined? Was it a majority rules? Did you have 16:02:14

19 the final say? Did the pastor have the final say? 16:02:16

20 How did that work out? 16:02:20

21 A. I had the final say. 16:02:21

22 Q. But you considered the opinions of the 16:02:23

23 other hiring members when making your decision? 16:02:33

24 A. Yes. They weighed very heavily on me. 16:02:36

25 I should clarify that the two members of 16:02:46

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April L. Beuder

May 4, 2017

1 the school board -- one was a current parent and one 16:02:48
2 was a former parent. 16:02:51

3 Q. And you testified that you believe you met 16:02:53
4 with Ms. Morrissey-Berru at least three times prior 16:03:05
5 to the contract signing in May 2012; is that still 16:03:10
6 accurate? 16:03:14

7 A. To the best of my recollection, yes. 16:03:14

8 Q. What circumstance -- in what circumstance 16:03:16
9 was the first time you met her? Was this the hiring 16:03:20
10 team meeting or was this another meeting? 16:03:23

11 A. The first time was a classroom visit 16:03:27
12 scheduled by the current principal, Mrs. Hunt. I 16:03:33
13 don't know if I classify it as a meeting, but that 16:03:41
14 is the first time I met her. 16:03:43

15 Q. Did you observe her teaching during that 16:03:46
16 time? 16:03:48

17 A. Somewhat, yes. 16:03:48

18 Q. Why do you say "somewhat"? 16:03:51

19 A. For a short period of time. 16:03:52

20 Q. Did you come in toward the end of the class 16:03:55
21 or were only there for a short time? 16:03:58

22 A. I was in her room for a short period of 16:04:01
23 time. 16:04:04

24 Q. What do you consider a short period of 16:04:04
25 time? 16:04:07

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April L. Beuder

May 4, 2017

1 BY MS. FUND: 16:05:19

2 Q. So it was recommended to you to 16:05:30

3 re-interview or to let go the teachers from Grade 5, 16:05:37

4 6, 7 and 8? 16:05:40

5 MS. KANTOR: Objection to the extent it 16:05:41

6 mischaracterizes her testimony. 16:05:43

7 THE WITNESS: I was -- it was recommended 16:05:46

8 to me to not renew their contracts and to seriously 16:05:50

9 consider not renewing contracts for teachers in the 16:05:58

10 other grades as well. 16:06:04

11 BY MS. FUND: 16:06:06

12 Q. For the entire school? 16:06:06

13 A. To take a serious look. 16:06:07

14 Q. Did you end up re-interviewing teachers 16:06:10

15 from any grades other than 5th, 6th, 7th or 8th? 16:06:21

16 A. No. 16:06:27

17 Q. And why did you make that decision to not 16:06:28

18 re-interview them, the teachers from other grade 16:06:33

19 levels? 16:06:38

20 A. The most urgent need for -- appeared to be 16:06:41

21 grades 5 through 8. 16:06:55

22 Q. And did you end up actually re-interviewing 16:06:56

23 the teachers from Grades 5, 6, 7 and 8? 16:07:10

24 A. I extended invitations to each of them, and 16:07:14

25 I believe they all came. 16:07:20

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April L. Beuder

May 4, 2017

1 I believe I interviewed each of them with 16:07:28
2 the hiring team. There might have been one that I 16:07:29
3 did not, but everyone was invited. 16:07:33
4 Q. And after your interviews, you made the 16:07:36
5 decision to only offer a contract for the following 16:07:45
6 school year to Ms. Morrissey-Berru; is that correct? 16:07:51
7 MS. KANTOR: Objection; misstates 16:07:53
8 testimony; lacks foundation. 16:07:54
9 THE WITNESS: No, that's not correct. 16:07:56
10 BY MS. FUND: 16:07:57
11 Q. Who else did you offer a contract to? 16:07:58
12 A. I am not aware of the exact circumstances 16:08:00
13 under which Father Ray and Mrs. Hunt and Sister 16:08:19
14 Jill, our regional supervisor, made the 16:08:28
15 determination to not renew the other teachers' 16:08:31
16 contracts. I did not have an opportunity to make 16:08:36
17 the decision. 16:08:42
18 Q. Did you have the opportunity to make the 16:08:44
19 decision for Ms. Morrissey-Berru, though? 16:08:46
20 A. I did. 16:08:49
21 Q. What is your understanding as to why you 16:08:50
22 had the opportunity to make the decision for 16:08:53
23 Ms. Morrissey-Berru, but not for the other teachers? 16:08:55
24 MS. KANTOR: I am going to object to the 16:08:56
25 extent it calls for speculation; lacks foundation. 16:08:58

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April L. Beuder

May 4, 2017

1 Q. Okay. 16:21:13

2 A. I did not see evidence of an understanding 16:21:16

3 of the principles of differentiating instruction, 16:21:19

4 formal assessment, objective assessment alignment, 16:21:25

5 principles of gradual release, et cetera. 16:21:28

6 Q. And then despite these concerns that you 16:21:32

7 said that you developed during that meeting and the 16:21:44

8 recommendation of the individuals on the hiring 16:21:47

9 team, you made the decision to offer 16:21:50

10 Ms. Morrissey-Berru a contract for the 2012 to 2013 16:21:55

11 school year; correct? 16:21:59

12 A. During the interview with the hiring team, 16:22:00

13 I saw further evidence when she presented lesson 16:22:05

14 plans and other work sheets that were not consistent 16:22:12

15 with the differentiated classroom. So that was 16:22:18

16 another time when I had questions about her ability 16:22:25

17 to differentiate and her understanding of what it 16:22:32

18 means. 16:22:34

19 Q. My question was despite those concerns you 16:22:38

20 had and despite the recommendations of the hiring 16:22:42

21 team not to hire Ms. Morrissey-Berru, as you 16:22:46

22 contend, you made the decision to hire her? 16:22:50

23 A. Yes, I did. 16:22:52

24 Q. Prior to -- strike that. 16:22:53

25 When you were hired in 2012 and then began 16:23:06

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April L. Beuder

May 4, 2017

1 Q. Okay. Let me ask it a different way, then. 16:44:22

2 Do you think that there was anything good 16:44:49

3 about -- and I'll ask you about the negatives also, 16:44:51

4 but do you think there was anything good about 16:44:54

5 Ms. Morrissey-Berru's teaching style? 16:44:57

6 MS. KANTOR: Overbroad; lacks foundation; 16:45:01

7 vague. 16:45:04

8 THE WITNESS: Mrs. Morrissey-Berru enjoyed 16:45:04

9 sharing her Catholic faith with the students and was 16:45:18

10 very active in the para-liturgies that we discussed 16:45:39

11 earlier, which is important to the life of a 16:45:50

12 Catholic school. 16:45:54

13 BY MS. FUND: 16:46:00

14 Q. Anything else that you thought she did well 16:46:00

15 as a teacher? 16:46:03

16 A. She knew art. I observed instances where 16:46:06

17 she integrated Catholic social teachings throughout 16:46:29

18 the day outside of just religion class. 16:46:35

19 Q. Anything else you can think of? 16:46:44

20 A. Not at this time. 16:46:46

21 Q. Okay. And how will you describe her as a 16:47:00

22 person? 16:47:08

23 Again, just generally, is she shy? 16:47:09

24 Withdrawn? Sociable? Kind? Angry? 16:47:13

25 MS. KANTOR: Objection; vague; ambiguous; 16:47:16

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April L. Beuder

May 4, 2017

1 lesson. 17:00:11

2 Q. That it started? 17:00:11

3 A. That it started. 17:00:12

4 Q. Would you stay for the entire lesson? 17:00:14

5 A. Yes. 17:00:16

6 Q. And, again, I see it's indicated on the top 17:00:17

7 of this page that the subject was science? 17:00:21

8 A. Yes. 17:00:24

9 Q. And typically how long are each class? 17:00:24

10 A. So to understand the timing, the teachers 17:00:30

11 choose the block of time; so -- and they tell me: 17:00:37

12 30 minutes, 40 minutes, 50 minutes. So I don't know 17:00:41

13 off the top of my head, but a typical lesson would 17:00:46

14 be anywhere from 30 to 50 minutes at this grade. 17:00:49

15 Q. Is there anything else on this document 17:00:53

16 that would reflect how long this specific class was? 17:00:55

17 A. No. It would have been on the sign-up 17:00:58

18 sheet. 17:01:02

19 Q. Was this observation prescheduled? 17:01:03

20 A. Absolutely. 17:01:10

21 Q. And how much advance notice, generally, do 17:01:11

22 you give teachers before an observation like this? 17:01:14

23 A. It's standard procedure that there is going 17:01:16

24 to be an observation. I typically give them two to 17:01:24

25 four weeks, sometimes longer, and they sign up at a 17:01:30

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April L. Beuder

May 4, 2017

1 time of their own choosing within a window. I give 17:01:35
2 them blocks of time. And that is how we handle the 17:01:38
3 post-observation conference times as well. They 17:01:45
4 sign up for a time that suits their schedule. 17:01:48
5 Q. Would Ms. Morrissey-Berru have selected 17:01:51
6 this November 6th, 2012, science class for you to 17:01:53
7 observe? 17:01:56
8 A. Yes. 17:01:57
9 Q. So going back to my question a few minutes 17:01:57
10 ago, would anyone else at the school have the 17:02:06
11 responsibility of filling out an elementary school 17:02:11
12 classroom observation report like this one we have 17:02:15
13 in front of us marked as Exhibit 9? 17:02:18
14 A. In some cases, vice principals do; however, 17:02:19
15 Mrs. Barns does not do that at our school site. 17:02:23
16 Q. At your school, no one else is responsible 17:02:28
17 for filling out these forms other than yourself? 17:02:30
18 MS. KANTOR: Asked and answered. 17:02:32
19 THE WITNESS: Not this particular feedback 17:02:34
20 form. 17:02:37
21 BY MS. FUND: 17:02:37
22 Q. How many different types of feedback forms 17:02:40
23 do you have at the school? 17:02:43
24 A. The archdiocese provides us many different 17:02:44
25 types of feedback forms, encouraging us to use them 17:02:47

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April L. Beuder

May 4, 2017

1	me about the extent to which she was implementing	17:15:25
2	reader's workshop.	17:15:37
3	To give you context, they all share a door,	17:15:39
4	an interior door. So interactions were continuous	17:15:44
5	throughout the day between teachers.	17:15:52
6	Q. Which specific teachers communicated	17:15:58
7	frustration with Ms. Morrissey-Berru with you during	17:16:04
8	the 2013/2014 school year?	17:16:08
9	A. Ms. Hernandez.	17:16:10
10	Q. What is Ms. Hernandez's first name?	17:16:13
11	A. Angelica.	17:16:16
12	Q. What grade did she teach?	17:16:18
13	A. What timeframe again?	17:16:23
14	Q. 2013 to 2014.	17:16:25
15	A. 7th grade.	17:16:28
16	Q. Who else?	17:16:29
17	A. Mr. Jack Moor.	17:16:32
18	Q. And what grade did he teach?	17:16:35
19	A. 8th grade.	17:16:37
20	Q. Anyone else?	17:16:40
21	A. Ms. Bell, Janece Bell, again.	17:16:41
22	Q. Same complaints from Janece Bell as 2012?	17:16:58
23	A. The frustration was there. Scheduling --	17:17:01
24	in addition, there was scheduling complaints raised.	17:17:08
25	Q. Anyone else who complained to you in 2013	17:17:14

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April L. Beuder

May 4, 2017

1 to 2014? 17:17:19

2 A. Can you be more specific? 17:17:21

3 Q. Any other teachers? 17:17:23

4 A. Dr. Mitchell was an employee of the school 17:17:32

5 on staff, and she expressed frustration to me 17:17:34

6 frequently. 17:17:39

7 Q. Was that again related to the reader's 17:17:40

8 workshop? 17:17:43

9 A. That was a larger concern with 17:17:44

10 differentiating instruction overall. 17:17:47

11 Q. Okay. Anyone else? 17:17:49

12 A. Dr. Kersey voiced her concerns with 17:17:52

13 Mrs. Morrissey-Berru's failure to meet goals. 17:18:02

14 Q. Anyone else? 17:18:12

15 A. I don't recall at this time. 17:18:15

16 Q. I have a couple of more questions, and then 17:18:24

17 we'll close up. 17:18:30

18 How about during the 2014 to 2015 school 17:18:30

19 year? Any complaints from any teachers that you can 17:18:33

20 recall? 17:18:36

21 A. Yes. 17:18:37

22 Q. Who was that? 17:18:57

23 A. Jack Moor and Angelica Hernandez who was 17:18:59

24 married and became Magana. 17:19:11

25 Q. How do you spell that?

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April L. Beuder

May 4, 2017

1 A. M-a-g-a-n-a.

2 Andrea Ruma. 17:19:34

3 Q. Can you spell Ruma for the court reporter, 17:19:37

4 please? 17:19:40

5 A. R-u-m-a. 17:19:40

6 Q. Anyone else? 17:19:42

7 A. Dr. Mitchell. 17:19:45

8 Q. Anyone else? 17:19:54

9 A. I don't recall it any more at this time. 17:19:59

10 Q. It's my understanding that, based on the 17:20:04

11 new employment contract in 2014 to 2015, that 17:20:11

12 Ms. Morrissey-Berru was no longer teaching reading 17:20:15

13 and writing; is that accurate? 17:20:18

14 A. Yes. 17:20:19

15 Q. What were Jack Moor's complaints relating 17:20:20

16 to her in 2014/2015? 17:20:25

17 A. There were concerns about, again, 17:20:27

18 willingness to work on schedules, comments that were 17:20:39

19 made by Ms. Morrissey-Berru regarding how she felt 17:20:48

20 about reader's workshop and writer's workshop made 17:20:53

21 other teachers uncomfortable. 17:20:57

22 There were concerns, questions, 17:21:01

23 frustrations because Mrs. Morrissey-Berru was 17:21:05

24 allowing and/or providing sugary snacks when we have 17:21:12

25 a school-wide policy to promote healthy life-styles 17:21:18

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A. L. Beuder

May 4, 2017

1 which discourages doughnuts, cookies, ice cream -- 17:21:22

2 everything that falls onto -- underneath the 17:21:29

3 umbrella of a sugary snack. 17:21:31

4 Q. This is a complaint that Jack Moor made to 17:21:34

5 you -- 17:21:36

6 A. It was -- 17:21:37

7 Q. -- or concern or frustration? 17:21:38

8 A. It was a frustration because it was 17:21:39

9 ongoing. 17:21:41

10 Q. Okay. Anything else he had concerns with? 17:21:43

11 A. I don't recall at this time. 17:21:46

12 Q. How about Angelica? 17:21:48

13 A. Hers were most likely more along the lines 17:21:50

14 of the scheduling and -- the scheduling is very 17:21:57

15 important when we're working with a small group of 17:22:05

16 people and limited resources. So that was tough. 17:22:08

17 Q. Any other complaints she had? 17:22:15

18 A. The sugary snacks was problematic for 17:22:18

19 everyone. 17:22:25

20 Q. How about Dr. Mitchell? 17:22:25

21 A. Her complaints were specific to 17:22:29

22 Mrs. Morrissey-Berru not taking her 17:22:33

23 recommendations -- not taking action based upon her 17:22:36

24 recommendations on how to best differentiate her 17:22:40

25 instruction, not to make use of the resources that 17:22:43

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April L. Beuder

May 4, 2017

1 she would provide for her. And her also -- concerns 17:22:46
2 would be expressed to me from Dr. Mitchell were 17:22:53
3 along the lines of Mrs. Morrissey's perceived 17:22:58
4 resistance to differentiating. 17:23:07
5 Q. What is Dr. Mitchell's official title? 17:23:12
6 A. She was our school psychologist and 17:23:17
7 inclusion teacher. 17:23:22
8 Q. Was Dr. Mitchell there when you started in 17:23:23
9 2012? 17:23:32
10 A. Yes. 17:23:32
11 Q. Is she still with the school? 17:23:33
12 A. Not -- she is on consult. She was on site 17:23:36
13 for three years and then moved to an as-needed 17:23:46
14 basis. 17:24:04
15 Q. That's where she is now, as needed? 17:24:05
16 A. That's where she is now. 17:24:07
17 Q. I am going to have to jump ahead. I just 17:24:10
18 have a couple of more questions. 17:24:18
19 A. Sure. 17:24:20
20 Q. Did you make the decision not to offer 17:24:20
21 Ms. Morrissey-Berru a contract for the 2015 to 2016 17:24:26
22 school year? 17:24:32
23 A. Yes. 17:24:32
24 Q. Was anyone else involved in making that 17:24:38
25 decision? 17:24:42

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April L. Beuder

May 4, 2017

1	MS. KANTOR: Vague.	17:24:44
2	THE WITNESS: Can you clarify "involved"?	17:24:45
3	BY MS. FUND:	17:24:48
4	Q. Do you have the final say as to whether or	17:24:50
5	not to offer -- did you have the final say of	17:24:54
6	whether or not to offer Ms. Morrissey-Berru a	17:24:58
7	contract for the 2015 to 2016 school year?	17:25:00
8	A. Yes.	17:25:03
9	Q. And what are the reasons that you decided	17:25:04
10	not to offer her a contract for that school year?	17:25:10
11	MS. KANTOR: Lacks foundation.	17:25:14
12	THE WITNESS: The position was eliminated.	17:25:22
13	BY MS. FUND:	17:25:25
14	Q. Is that it?	17:25:27
15	A. Yes.	17:25:28
16	Q. And why was the position eliminated?	17:25:30
17	A. Because it was created for	17:25:40
18	Mrs. Morrissey-Berru with the expressed	17:25:43
19	understanding that it was for one year only.	17:25:46
20	Q. Is that in writing somewhere?	17:25:49
21	A. All of our employee agreements are for one	17:25:58
22	year.	17:26:04
23	Q. But when you say "with the expressed	17:26:04
24	understanding," is that different from the other	17:26:07
25	employment contracts you offered to	17:26:11

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April L. Beuder

May 4, 2017

1 What is the conversation you had with 17:26:54
2 Ms. Morrissey-Berru prior to the start of her 17:26:56
3 part-time position for the 2014 to 2015 school year? 17:27:03
4 MS. KANTOR: Objection; overbroad; lacks 17:27:10
5 foundation; calls for a narrative. 17:27:13
6 THE WITNESS: Mrs. Morrissey-Berru and I 17:27:20
7 had a number of conversations toward the end of that 17:27:23
8 school year; so I need you to be more specific. 17:27:26
9 BY MS. FUND: 17:27:30
10 Q. Sure. 17:27:30
11 So you previously testified that you 17:27:30
12 explicitly told Ms. Morrissey-Berru that the 17:27:34
13 contract was only going to be for one year? 17:27:39
14 MS. KANTOR: Objection to the extent that 17:27:42
15 misstates testimony. 17:27:44
16 THE WITNESS: We had an explicit exchange 17:27:47
17 in which we were both involved, both parties 17:27:52
18 indicating this position would be created for one 17:27:57
19 year only. It was not a typical -- this was not an 17:28:04
20 existing position prior to that school year. 17:28:13
21 BY MS. FUND:
22 Q. So you had a conversation with 17:28:25
23 Ms. Morrissey-Berru prior to the 2014/2015 school 17:28:27
24 year that this would be her last year of employment 17:28:31
25 with the school? 17:28:34

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April L. Beuder

May 4, 2017

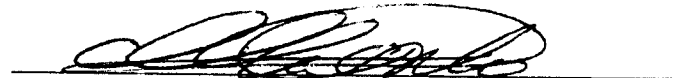
1	MS. KANTOR: Objection to the extent it	17:28:35
2	mischaracterizes testimony.	17:28:37
3	THE WITNESS: I don't understand your	17:28:44
4	question.	17:28:45
5	BY MS. FUND:	17:28:47
6	Q. You just testified that you had a	17:28:50
7	conversation prior to the 2014/2015 school year that	17:28:53
8	this position was created for one year only;	17:28:59
9	correct?	17:29:04
10	MS. KANTOR: Objection to the extent it	17:29:04
11	mischaracterizes testimony.	17:29:06
12	THE WITNESS: The part-time position did	17:29:14
13	not exist prior to that and was created for one	17:29:18
14	year.	17:29:22
15	BY MS. FUND:	17:29:23
16	Q. And you had a conversation with	17:29:24
17	Ms. Morrissey-Berru that the position was created	17:29:27
18	for only one year; correct?	17:29:29
19	A. We agreed. We both agreed that that was	17:29:33
20	the situation, that was the case with this position.	17:29:39
21	Q. And what was your understanding as to what	17:29:42
22	would happen after that year?	17:29:45
23	A. Mrs. Morrissey-Berru told me she only	17:29:48
24	wanted to work for one more year and that she wanted	17:29:53
25	to retire.	17:29:57

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1 I further certify that I am not a relative or
2 employee or attorney or counsel of any of the parties,
3 nor am I a relative or employee of such attorney or
4 counsel, nor am I financially interested in the outcome
5 of this action.

6
7 IN WITNESS WHEREOF, I have subscribed my name
8 this 12th day of May, 2017.

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ALLA PONTO, CSR No. 11046

April L. Beuder

May 11, 2017

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

AGNES DEIRDRE)	
MORRISSEY-BERRU, an)	
individual,)	
)	
Plaintiff,)	
)	
vs.)	Case No.
)	2:16-cv-09353-SVW-AFM
OUR LADY OF GUADALUPE)	
CATHOLIC SCHOOL, a)	Volume II
California non-profit)	
corporation; and DOES)	
1-50, inclusive,)	
)	
Defendants.)	
_____)	

VIDEOTAPED DEPOSITION OF APRIL L. BEUDER

Los Angeles, California

Thursday, May 11, 2017

Reported by: Damaris Martinez
CSR No. 12925
NDS Job No.: 192106

April L. Beuder

May 11, 2017

1	with Ms. Morrissey-Berru's performance?	11:15:01
2	MS. KANTOR: Vague and overbroad.	11:15:05
3	THE WITNESS: Can you be more specific with	11:15:12
4	the time frame?	11:15:13
5	BY MS. FUND:	11:15:14
6	Q In the 2013 to 2014 school year.	11:15:17
7	MS. KANTOR: Calls for a narrative.	11:15:29
8	THE WITNESS: I was concerned with her	11:15:37
9	failure to implement readers workshop and then	11:15:45
10	writers workshop.	11:15:49
11	BY MS. FUND:	11:15:53
12	Q And again just to confirm, readers workshop	11:15:56
13	was the first program implemented before writers?	11:16:00
14	MS. KANTOR: Objection to the extent it	11:16:02
15	mischaracterizes testimony.	11:16:04
16	THE WITNESS: Readers and writers workshop	11:16:11
17	was implemented in 2012, '13. Writers workshop	11:16:13
18	was implemented in 2013, '14.	11:16:18
19	BY MS. FUND:	11:16:22
20	Q So again I'll ask was readers workshop	11:16:23
21	implemented before writers workshop?	11:16:26
22	MS. KANTOR: Asked and answered.	11:16:30
23	THE WITNESS: They were presented	11:16:33
24	simultaneously initially because they overlap	11:16:34
25	in the essential components. So the question	11:16:37

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April L. Beuder

May 11, 2017

1	40 touch points.	11:26:25
2	Q And what --	11:26:28
3	A In the 20 -- beginning in the spring of	11:26:28
4	2012 through the end of the school year in 2013.	11:26:33
5	Q And again my question for you is total	11:26:39
6	times during Ms. Morrissey-Berru's employment. Not	11:26:41
7	from 2012 to 2013. It's total times during her	11:26:45
8	employment, please.	11:26:50
9	MS. KANTOR: Asked and answered.	11:26:51
10	THE WITNESS: It would be more.	11:26:56
11	BY MS. FUND:	11:26:58
12	Q Okay. What is your best estimate as to how	11:26:58
13	many?	11:27:00
14	A Between ten and 20.	11:27:12
15	Q Ten and 20 more times?	11:27:15
16	A After 2012-'13, yes.	11:27:18
17	Q Okay. So your best estimate is that during	11:27:21
18	the 2012 to 2013 school year, you discussed the	11:27:23
19	readers -- issues with the readers and writers	11:27:28
20	workshop with Ms. Morrissey-Berru over 40 times;	11:27:32
21	correct?	11:27:33
22	MS. KANTOR: Objection to the extent it	11:27:35
23	mischaracterizes the testimony and asked and	11:27:36
24	answered.	11:27:38
25	/ / /	11:27:39

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1 BY MS. FUND: 11:27:41

2 Q Please correct if I'm wrong. I'm just 11:27:41

3 trying to... 11:27:43

4 A I use the word touch points. Touch points 11:27:44

5 are one-on-one conversations, classroom 11:27:50

6 walk-throughs, formal observations, post-observation 11:27:57

7 conferences, whole group faculty meetings where this 11:28:03

8 is the topic of the meeting. Those are what I would 11:28:11

9 consider touch points where readers and the -- where 11:28:17

10 readers and writers workshop are discussed either 11:28:21

11 one on one with me or with other appropriate 11:28:28

12 personnel. 11:28:34

13 Q Did you ever report your concerns with 11:28:45

14 Ms. Morrissey-Berru's failure to properly implement 11:28:48

15 the readers and writers workshop program with the 11:28:53

16 pastor? 11:28:57

17 MS. KANTOR: Vague as to "report." And 11:28:58

18 overbroad and object to the extent it calls for 11:29:01

19 a narrative. And vague as to "the pastor." 11:29:05

20 THE WITNESS: There were two pastors. I 11:29:14

21 need you to be more specific with the time 11:29:17

22 frame for me. 11:29:19

23 BY MS. FUND: 11:29:20

24 Q Either pastor at any time? 11:29:20

25 A Concerns with Ms. Morrissey-Berru's 11:29:34

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1 BY MS. FUND: 11:32:43

2 Q How many times approximately would you say 11:32:43

3 you brought it up with the current pastor? Can you 11:32:45

4 remind me of his name? 11:32:49

5 A Father Joe. 11:32:51

6 Q Father Joe. 11:32:52

7 A Current pastor. 11:32:54

8 Once or twice. 11:32:55

9 Q Okay. Did you ever bring up these same 11:33:04

10 concerns with the school board? 11:33:08

11 MS. KANTOR: Vague. 11:33:11

12 THE WITNESS: I did not bring concerns to 11:33:17

13 the school board. 11:33:19

14 BY MS. FUND: 11:33:21

15 Q Do you believe -- I'm just asking for your 11:33:31

16 personal opinion -- that Ms. Morrissey-Berru's 11:33:34

17 implementation of the readers or writers workshop 11:33:40

18 negatively impacted the students in any way? 11:33:44

19 MS. KANTOR: Overbroad. Vague. Calls for 11:33:53

20 a narrative. 11:33:55

21 THE WITNESS: Yes. 11:34:02

22 BY MS. FUND: 11:34:02

23 Q Okay. And in what way? 11:34:03

24 MS. KANTOR: Overbroad. Calls for a 11:34:06

25 narrative. 11:34:08

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1 THE WITNESS: The impact would vary 11:34:14
2 depending on time frame. 11:34:16
3 BY MS. FUND: 11:34:18
4 Q Sure. During the 2013 to 2014 school year, 11:34:20
5 how about let's focus on that time frame. In what 11:34:28
6 way do you believe that there was a negative impact 11:34:31
7 on students during that time frame? 11:34:33
8 MS. KANTOR: Vague and overbroad and calls 11:34:36
9 for a narrative. 11:34:38
10 THE WITNESS: The students were not 11:34:50
11 receiving the same type of reading instruction 11:34:54
12 in Ms. Morrissey-Berru's class that they had 11:35:01
13 received in the previous grade and would 11:35:06
14 receive in the next grade. 11:35:09
15 BY MS. FUND: 11:35:24
16 Q Did you find that their grades dropped 11:35:25
17 following -- let me strike that. 11:35:29
18 Did you find that the students' grades 11:35:33
19 dropped -- well, I'll strike that a second time. 11:35:36
20 Did you find that the students' grades 11:35:39
21 dropped in the year or two following their reading 11:35:42
22 and writing program with Ms. Morrissey-Berru? 11:35:47
23 MS. KANTOR: Vague, overbroad. Lacks 11:35:50
24 foundation. Calls for speculation. 11:35:56
25 THE WITNESS: The most accurate evidence of 11:36:07

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1 impacts on student learning are student work 11:36:09
2 samples. Informal walk-throughs. 11:36:13
3 BY MS. FUND: 11:36:23
4 Q So my question is whether you noticed that 11:36:24
5 their grades dropped in subsequent years? 11:36:26
6 MS. KANTOR: Same objections. Asked and 11:36:30
7 answered. 11:36:31
8 THE WITNESS: Possibly. 11:36:43
9 BY MS. FUND: 11:36:44
10 Q Do you have knowledge that they dropped or 11:36:49
11 are you guessing? 11:36:52
12 MS. KANTOR: Lacks foundation. 11:36:56
13 Argumentative. 11:36:59
14 THE WITNESS: Grading and assessment was 11:37:07
15 also a concern in Ms. Morrissey-Berru's 11:37:09
16 classroom and would not be an accurate 11:37:12
17 reflection of levels of student achievement. 11:37:14
18 BY MS. FUND: 11:37:19
19 Q I'm going to strike that answer as 11:37:20
20 nonresponsive. 11:37:22
21 Do you have -- my question again was 11:37:30
22 whether you have any evidence that the grades 11:37:32
23 dropped because you said possibly. 11:37:36
24 MS. KANTOR: Lacks foundation. 11:37:39
25 Argumentative. Asked and answered. 11:37:39

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1 witnesses then? 11:39:03

2 MS. KANTOR: If you want we can mark parent 11:39:04

3 one, two, three, four and five and she can 11:39:07

4 speak as to each one. 11:39:09

5 MS. FUND: Well, how am I supposed to 11:39:10

6 question parent? 11:39:12

7 MS. KANTOR: We can talk about that at 11:39:13

8 another time. 11:39:13

9 BY MS. FUND: 11:39:21

10 Q Was this all during the same school year or 11:39:22

11 different school years? 11:39:25

12 A The entire time that I was servicing as 11:39:45

13 principal with Ms. Morrissey-Berru, I would receive 11:39:49

14 complaints from parents. 11:39:54

15 Q Relating to their implementation of the 11:39:55

16 reading and writing program? 11:39:58

17 A Relating to academic rigor. Some parents 11:40:00

18 used the specific language of the reading program. 11:40:10

19 Others used less specific words to share their 11:40:12

20 concerns. 11:40:23

21 Q Did you ever receive compliments from 11:40:27

22 parents relating to Ms. Morrissey-Berru's teaching 11:40:29

23 generally? 11:40:31

24 MS. KANTOR: Overbroad. Vague. Lacks 11:40:33

25 foundation. 11:40:34

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1 Q Okay. So that started in -- for the 2014 11:48:49
2 to 2015 school year? 11:48:53
3 A Yes. 11:48:55
4 Q Okay. And why did you make the decision to 11:48:55
5 offer her a part-time position? 11:49:00
6 MS. KANTOR: Lacks foundation. Asked and 11:49:05
7 answered. 11:49:06
8 MS. FUND: Didn't we just lay a foundation? 11:49:07
9 Go ahead. 11:49:13
10 MS. KANTOR: Calls for a narrative. 11:49:13
11 THE WITNESS: I notified 11:49:26
12 Ms. Morrissey-Berru in a face-to-face 11:49:27
13 conversation that I would not be renewing her 11:49:31
14 employment agreement for 2014, '15. Because 11:49:37
15 she wasn't implementing readers and writers 11:49:45
16 workshop as we had agreed upon. 11:49:49
17 BY MS. FUND: 11:50:02
18 Q And is that all the reasons why you offered 11:50:02
19 her a part-time contract for the 2014 to 2015 school 11:50:06
20 year? 11:50:12
21 MS. KANTOR: Lacks foundation. 11:50:13
22 Argumentative. Calls for a narrative. 11:50:13
23 Overbroad. 11:50:18
24 THE WITNESS: I did not initially offer her 11:50:24
25 an agreement of any sort for 2014, '15. 11:50:28

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1 BY MS. FUND: 11:50:32

2 Q And why is that? Other than -- if there's 11:50:32

3 any other reasons other than what you've already 11:50:35

4 told me. 11:50:37

5 MS. KANTOR: Argumentative. 11:50:38

6 THE WITNESS: That was the primary reason. 11:50:45

7 BY MS. FUND: 11:50:47

8 Q Were there other reasons? 11:50:48

9 A Ongoing concerns regarding classroom 11:50:53

10 management, ability to collaborate with other 11:50:56

11 teachers, who had effectively implemented readers 11:51:02

12 and writers workshop. Grading and assessment, her 11:51:05

13 ability to differentiate specifically with students 11:51:16

14 who had step maps. That's what I recall at this 11:51:21

15 time. 11:51:28

16 Q So initially you said you were not going to 11:51:30

17 offer her a contract for 2014, 2015; correct? 11:51:36

18 MS. KANTOR: Objection to the extent it 11:51:40

19 mischaracterizes testimony. 11:51:41

20 THE WITNESS: The conversation was, I am 11:51:48

21 not renewing your employment agreement for 11:51:50

22 2014, '15. 11:51:53

23 BY MS. FUND: 11:51:55

24 Q That was the initial conversation? 11:51:55

25 A Yes. 11:51:59

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1 Q Okay. And, but ultimately you offered her 11:51:59
2 some form of a contract for 2014 to 2015; correct? 11:52:09
3 A Yes. 11:52:15
4 Q Okay. So how did we get from one point to 11:52:15
5 the other? What happened in between there? 11:52:18
6 MS. KANTOR: Vague. Calls for a narrative. 11:52:21
7 THE WITNESS: In the initial conversation 11:52:26
8 when I let Ms. Morrissey-Berru know that we 11:52:28
9 would not be renewing her contract, her 11:52:32
10 employment agreement, she implored me and 11:52:35
11 begged for one more year and stated, "Can we 11:52:44
12 please, is there anything we can do, I just 11:52:50
13 want one more year, I'm going to retire." 11:52:53
14 BY MS. FUND: 11:53:01
15 Q After that year? 11:53:01
16 A During that conversation, that initial 11:53:03
17 conversation, that is what -- how she reacted to the 11:53:05
18 news. 11:53:10
19 Q I just want to clarify. She said, I just 11:53:11
20 want one more year and then I'm -- 11:53:14
21 A I want to retire. 11:53:17
22 Q And then I want to retire. 11:53:18
23 Okay. And you said that was the initial 11:53:19
24 conversation? 11:53:27
25 A That was the same conversation where I -- 11:53:28

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1 yes.

11:53:31

2 Q Okay. And how did you respond to her
3 asking for one more year?

11:53:32

11:53:38

4 A I was surprised. And I reiterated, I can't
5 -- I can't have you not teaching readers and writers
6 workshop when every other teacher is on board. And
7 she said, Can you please, is there something, is
8 there something you can do, along those lines.

11:53:40

11:53:49

11:53:54

11:54:04

11:54:11

9 Q Okay. How did you respond to her at that
10 time?

11:54:14

11:54:16

11 A I said, "I don't know. I don't have
12 anything. Let me think about it." And she said,
13 "Thank you." And the conversation ended.

11:54:16

11:54:19

11:54:22

14 Q And do you recall when about this took
15 place?

11:54:30

11:54:32

16 A Can you clarify when? Time of day or?

11:54:34

17 Q Oh, sorry. What month?

11:54:37

18 A It was May.

11:54:39

19 Q May.

11:54:40

20 A It was early May, I believe.

11:54:41

21 Q Okay. When was the next time you two met
22 to speak about a contract for the 2014, 2015 school
23 year?

11:54:46

11:54:57

11:55:03

24 A My best estimate it was two to three days.
25 I asked her if she had a few minutes to talk.

11:55:07

11:55:10

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1 Q Okay. And what did you say to her during 11:55:15
2 that conversation? 11:55:19

3 MS. KANTOR: Calls for a narrative. 11:55:21
4 Overbroad. 11:55:22

5 THE WITNESS: I said, "I reviewed the 11:55:29
6 budget, I talked with the pastor, juggled some 11:55:33
7 schedules and created a part-time position for 11:55:44
8 you for just one year." 11:55:46

9 BY MS. FUND: 11:55:58

10 Q And how did she respond to that? 11:55:59
11 A She had tears of joy and thanked me 11:56:03
12 profusely. During the conversation I clarified it 11:56:07
13 was for religion and social studies, and the only 11:56:20
14 word I can think of was she was thrilled and 11:56:28
15 grateful. 11:56:30

16 Q Did you present her with a 2014 to 2015 11:56:33
17 contract to signed during that meeting? 11:56:36

18 MS. KANTOR: Document speaks for itself. 11:56:46

19 THE WITNESS: I'm not clear if I had it 11:56:48
20 ready because I may not have because I wasn't 11:56:49
21 sure if she would agree to those terms. The 11:56:53
22 document is dated. 11:57:00

23 BY MS. FUND: 11:57:01

24 Q But you don't recall when this meeting was; 11:57:01
25 correct? 11:57:03

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1	MS. KANTOR: Argumentative.	11:57:09
2	THE WITNESS: Not this time. I could	11:57:10
3	probably dig through somewhere.	11:57:12
4	BY MS. FUND:	11:57:15
5	Q What would you dig through?	11:57:15
6	A Perhaps an appointment schedule, online	11:57:17
7	appointment schedule.	11:57:22
8	Q And --	11:57:23
9	A If I -- if it was there.	11:57:24
10	Q If your appointment was in the calendar?	11:57:29
11	A On my online calendar, yes. If it was	11:57:32
12	there.	11:57:35
13	Q And this is an electronic calendar, a	11:57:43
14	G-mail calendar or something else?	11:57:45
15	A Now it is. I don't -- I'm not sure what	11:57:48
16	format we were using back then. I don't recall at	11:57:51
17	this time.	11:57:55
18	Q Anything else you can recall that you two	11:58:09
19	discussed during that second meeting?	11:58:11
20	A I recall being happy that she was happy but	11:58:19
21	felt compelled to ask her again if this was	11:58:24
22	something she would be happy with and she said,	11:58:28
23	"Absolutely, thank you so much. I'm" -- I believe	11:58:33
24	she used the word "thrilled." She was very happy.	11:58:38
25	Q Was that the first time you heard from	11:58:44

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1 seem to be two of the subjects that she was -- 12:24:27

2 particularly enjoyed teaching. With the 12:24:31

3 understanding that I can't have her teaching 12:24:39

4 reading, readers workshop and writers workshop. 12:24:42

5 BY MS. FUND: 12:24:48

6 Q Did you have any complaints about 12:24:48

7 Ms. Morrissey-Berru's teaching during the 2014 to 12:24:50

8 2015 school year? 12:24:53

9 MS. KANTOR: Overbroad. Lacks foundation. 12:24:56

10 Calls for speculation. Calls for a narrative. 12:25:00

11 THE WITNESS: Yes. 12:25:04

12 BY MS. FUND: 12:25:04

13 Q Okay. What were those concerns? 12:25:05

14 A Classroom management, lack of rigor in 12:25:12

15 social studies. 12:25:22

16 THE REPORTER: Lack of? 12:25:23

17 THE WITNESS: Rigor. Academic rigor. 12:25:23

18 Coloring. Too much coloring. Concerns about 12:25:23

19 sweets being brought into and provided for the 12:25:36

20 students despite school-wide policy against 12:25:42

21 sweets. 12:25:46

22 BY MS. FUND: 12:26:03

23 Q At any time did you consider renewing her 12:26:03

24 part-time contract or offering her another part-time 12:26:06

25 contract for the 2015, 2016 school year? 12:26:09

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1	A	No.	12:26:12
2	Q	And why is that?	12:26:14
3	A	I created a part-time position explicitly	12:26:21
4		for one year for Ms. Morrissey-Berru and found a way	12:26:23
5		to make it work in our budget but it was not a	12:26:32
6		sustainable model for a number of reasons.	12:26:40
7	Q	And tell me about what those reasons are.	12:26:43
8	A	It's an additional part-time position that	12:26:47
9		wasn't there before. We have very limited resources	12:26:49
10		and the -- having someone in teaching social	12:26:56
11		studies, who is not able to collaborate and	12:27:05
12		integrate the principles of reading and writing	12:27:11
13		instruction that are probably throughout the school	12:27:17
14		is problematic and not in the students' best	12:27:20
15		interest.	12:27:25
16	Q	Ultimately, then, why did you decide to	12:27:25
17		offer her the position, the part-time position for	12:27:38
18		2014, 2015?	12:27:40
19		MS. KANTOR: Asked and answered.	12:27:44
20		THE WITNESS: I was doing my best to	12:27:55
21		preserve her dignity and treat her with	12:27:57
22		compassion.	12:27:59
23		BY MS. FUND:	12:28:00
24	Q	Do you know what a employee counseling	12:28:21
25		notice is?	12:28:23

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1 Q Okay. So sometime between April and May 12:31:01
2 you had a conversation with Ms. Morrissey-Berru 12:31:05
3 about her future with OLG school? 12:31:07
4 A Yes. 12:31:11
5 Q Okay. And what did you two discuss during 12:31:11
6 that conversation? 12:31:14
7 MS. KANTOR: Calls for a narrative. 12:31:17
8 THE WITNESS: I don't recall the exact 12:31:39
9 words, but I was surprised when she said -- 12:31:42
10 indicated that she wanted to come back to work 12:31:48
11 next year. 12:32:01
12 BY MS. FUND: 12:32:06
13 Q So during that conversation, 12:32:06
14 Ms. Morrissey-Berru indicated to you that she wanted 12:32:07
15 to come back; correct? 12:32:09
16 A Yes. 12:32:10
17 Q Okay. And you were surprised. How did you 12:32:11
18 respond? 12:32:14
19 A "That's not what we agreed to, 12:32:15
20 Ms. Deirdre." 12:32:18
21 Q And how did she respond to that? 12:32:21
22 A "I changed my mind." 12:32:24
23 Q And then what did you say? 12:32:31
24 A "Deirdre, I created this position for you 12:32:32
25 with the understanding it was for one year. It's 12:32:41

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1 not how this works." 12:32:43

2 Q And what did she say? 12:32:59

3 A Not much else. I feel like she walked out. 12:33:01

4 Q Before I get to what followed that 12:33:09

5 conversation, did you two have any other 12:33:10

6 conversations, other than that one we just talked 12:33:13

7 about, relating to her future with OLG school? 12:33:15

8 I don't want to know the -- what you 12:33:21

9 discussed but just whether there was a -- 12:33:22

10 A I'm sorry, can you ask that again? I got 12:33:25

11 lost in your question. 12:33:27

12 Q Sure. So I'm just wondering if that's the 12:33:28

13 only conversation you two had about her future with 12:33:30

14 the school or if there were other conversations. 12:33:31

15 Just so I can organize my questions. 12:33:34

16 A I don't recall if it was during this 12:33:38

17 conversation or a separate conversation but we did 12:33:42

18 discuss other opportunities for her. 12:33:46

19 Q Okay. I'll get back to that in a minute. 12:33:50

20 At the end of that conversation, you said 12:33:51

21 that Ms. Morrissey-Berru left the room? 12:33:51

22 MS. KANTOR: Objection to the extent it 12:34:07

23 mischaracterizes testimony. 12:34:07

24 THE WITNESS: That's what I recall. 12:34:10

25 / / / 12:34:12

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1 she had -- she told you she had recess duty and that 12:35:27

2 you had followed her out to recess? 12:35:32

3 A I recall that. 12:35:36

4 Q Okay. 12:35:37

5 A Now that you -- yes. 12:35:38

6 Q Does that refresh your recollection as to 12:35:39

7 whether or not that occurred? 12:35:40

8 A No. 12:35:42

9 Q Okay. So based on your recollection that 12:35:42

10 did not happen? 12:35:44

11 A I don't recall continuing a private 12:35:48

12 conversation like that. I would not continue a 12:35:51

13 private conversation like that. 12:35:53

14 Q Okay. Do you recall ever -- and I'm not 12:35:55

15 trying to be argumentative, I'm just trying to get 12:35:58

16 your take on this -- whether you ever suggested to 12:36:00

17 Ms. Morrissey-Berru that you wouldn't give her a 12:36:03

18 recommendation if she wasn't professional? I think 12:36:06

19 that's what she testified to. 12:36:10

20 A No. I did not. 12:36:11

21 Q That didn't happen? 12:36:13

22 A No. 12:36:13

23 Q Okay. Okay. And you said at some point, 12:36:14

24 it could have been later that day or another day, 12:36:18

25 you spoke to her about other opportunities; correct? 12:36:21

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1 MS. KANTOR: Objection to the extent that 12:36:25
2 it mischaracterizes testimony. 12:36:26
3 THE WITNESS: I was very surprised at that 12:36:34
4 -- the content of that conversation that we -- 12:36:36
5 I referred to indicating that she changed her 12:36:39
6 mind. And within a reasonable amount of time, 12:36:42
7 a day or two days, reasonable amount of time, I 12:36:51
8 wanted to be sure she knew that she was still 12:37:01
9 welcome for the summer program that she had 12:37:04
10 taught in previous years. And I also offered 12:37:09
11 to help her start an art program because she 12:37:19
12 loved art. 12:37:25
13 BY MS. FUND: 12:37:27
14 Q And what's the summer program? Is it a 12:37:27
15 class or? 12:37:33
16 A Yes. There's a summer school program and 12:37:36
17 she typically taught a photography class and I -- 12:37:40
18 maybe drama. I can't be clear. I was not the 12:37:43
19 responsible for the day-to-day supervision. 12:37:53
20 Q Would she -- did she get paid for that 12:37:56
21 summer program? 12:37:58
22 A Yes. 12:37:59
23 Q And was it an hourly -- 12:37:59
24 MS. KANTOR: Vague. 12:38:04
25 THE WITNESS: It was a set amount for each 12:38:10

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1 teacher. 12:38:14

2 BY MS. FUND: 12:38:18

3 Q Did her payment depend on how many students 12:38:18

4 signed up for the program? 12:38:20

5 MS. KANTOR: Lacks foundation. 12:38:22

6 THE WITNESS: No. The class happens or it 12:38:24

7 doesn't happen. 12:38:26

8 BY MS. FUND: 12:38:27

9 Q Okay. And you just testified that you 12:38:27

10 offered to help her start up on an art program? 12:38:31

11 A I asked if that was something she would be 12:38:35

12 interested in, I'd be happy to help her. 12:38:37

13 Q What would that art program look like? 12:38:40

14 MS. KANTOR: Vague. 12:38:45

15 THE WITNESS: I didn't have any 12:38:45

16 preconceived notion. I was trying to give her 12:38:46

17 options. 12:38:51

18 BY MS. FUND: 12:38:53

19 Q Did you discuss any of the specifics of the 12:38:53

20 program at any time with her? Of the art program? 12:38:55

21 A She said, "To make money for the school?" 12:39:00

22 And I said, "No, it would be you as an independent 12:39:02

23 provider," and then I never -- and then she -- I 12:39:07

24 recall her not answering and we waited, held the 12:39:13

25 spot for summer school as long as we could. 12:39:26

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1	BY MS. FUND:	12:39:30
2	Q The teacher position for summer school?	12:39:30
3	A For whatever it was -- her role was from	12:39:33
4	the last year and she committed to for this year.	12:39:35
5	So we -- it was there and she was welcome.	12:39:37
6	Q Did you ultimately have to hire someone	12:39:41
7	else?	12:39:43
8	A I believe someone else she -- yes, had	12:39:48
9	to -- to cover that class.	12:39:52
10	Q Okay. I'd like to continue the exhibit	12:39:55
11	numbers from last -- I think we're on Exhibit 10.	12:40:00
12	(Whereupon Exhibit No. 10 was marked for	12:40:32
13	identification by the reporter and is	12:40:32
14	attached hereto.)	12:45:05
15	BY MS. FUND:	12:40:32
16	Q I just want you to take a look at this	12:40:32
17	document that we just marked as Exhibit Number 10.	12:40:34
18	And let me know if you've ever seen this before.	12:40:34
19	A Yes.	12:40:37
20	Q Can you explain to me what this document	12:40:40
21	is? I couldn't really figure it out.	12:40:42
22	MS. KANTOR: Overbroad.	12:40:47
23	BY MS. FUND:	12:40:52
24	Q Is this a document you created?	12:40:52
25	A No.	12:40:53

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1 Q Do you know who created this document? 12:40:54
2 MS. KANTOR: Calls for speculation. 12:40:55
3 THE WITNESS: Doctor Mitchell. 12:41:00
4 BY MS. FUND: 12:41:03
5 Q Doctor Mitchell. Okay. 12:41:03
6 Do you have an understanding as to why 12:41:05
7 Dr. Mitchell created this document? 12:41:06
8 MS. KANTOR: Lacks foundation. Calls for 12:41:09
9 speculation. 12:41:10
10 THE WITNESS: Doctor Mitchell was growing 12:41:22
11 increasingly frustrated with 12:41:23
12 Ms. Morrissey-Berru's failure to follow the 12:41:27
13 step maps, to utilize the resources she was 12:41:32
14 provided, and to implement the suggestions that 12:41:36
15 Dr. Mitchell had made to her. 12:41:48
16 And this was -- she created this because 12:41:56
17 she found this conversation with -- between her 12:42:01
18 and Ms. Morrissey-Berru particularly troubling. 12:42:05
19 BY MS. FUND: 12:42:12
20 Q And so is it your understanding that the 12:42:12
21 "d" colon beginning of the sentence is for Deirdre? 12:42:13
22 I don't want you to guess. I'm just 12:42:16
23 wondering if you have an understanding? 12:42:20
24 MS. KANTOR: I also don't want you to say 12:42:22
25 any student names. 12:42:23

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1 THE WITNESS: Yes, that's my understanding. 12:42:27
2 BY MS. FUND: 12:42:34
3 Q And is it your understanding the "m" is for 12:42:34
4 me? 12:42:34
5 A Maryann Mitchell. 12:42:34
6 Q Maryann. Okay. 12:42:34
7 And at some point did Dr. Mitchell provide 12:42:37
8 you with this document? 12:42:41
9 A Yes. 12:42:42
10 Q Did she tell you why she was providing that 12:42:49
11 document? 12:42:51
12 A She was extremely frustrated and brought 12:42:55
13 this to me as an example of the type of conversation 12:43:04
14 she was engaging in with Ms. Morrissey. 12:43:10
15 Q Did you ever ask her to provide you with 12:43:15
16 examples? 12:43:17
17 MS. KANTOR: Lacks foundation. Overbroad. 12:43:18
18 THE WITNESS: I would never listen to 12:43:30
19 anyone's concerns without asking for specifics. 12:43:32
20 BY MS. FUND: 12:43:35
21 Q So you did ask her for an example? I'm 12:43:37
22 just trying to -- 12:43:40
23 A As a matter of course, I would say, I need 12:43:44
24 -- what is an example of your concern. 12:43:45
25 Q Did -- is this handwriting on the top 12:43:45

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1	What was the purpose of giving her this	12:46:37
2	letter?	12:46:39
3	MS. KANTOR: Lacks foundation.	12:46:49
4	THE WITNESS: It was a follow-up to an	12:46:49
5	in-person conversation that we had. I wanted	12:46:53
6	to be clear she understood.	12:46:56
7	BY MS. FUND:	12:47:01
8	Q Why she wasn't being -- why there was no	12:47:01
9	contract for the 2015, 2016 school?	12:47:03
10	MS. KANTOR: Objection. Argumentative.	12:47:06
11	BY MS. FUND:	12:47:08
12	Q What were you trying to be clear that she	12:47:08
13	understood?	12:47:08
14	A That what -- the conversation that we had	12:47:20
15	the day before, I wanted it to be clear to her that	12:47:23
16	it happened and we're going to follow through with	12:47:30
17	it. The position, the agreement is as we had	12:47:33
18	discussed the year before, her position was being	12:47:35
19	eliminated.	12:47:38
20	Q Okay. For the reasons discussed in this	12:47:39
21	letter?	12:47:42
22	A Yes.	12:47:45
23	Q Okay.	12:47:45
24	THE VIDEOGRAPHER: Let's go off record.	12:48:05
25	It's 12:48 p.m.	12:48:06

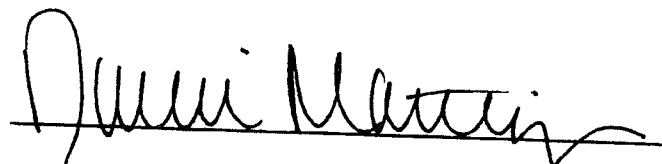
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1 I further certify that I am not a relative or
2 employee or attorney or counsel of any of the parties,
3 nor am I a relative or employee of such attorney or
4 counsel, nor am I financially interested in the outcome
5 of this action.

6
7 IN WITNESS WHEREOF, I have subscribed my name
8 this 22nd day of May, 2017.

9
10 
11
12 DAMARIS MARTINEZ, CSR No. 12925

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