

1 specifically on this exact issue.

2 The first part of my brief goes to
3 confirm that she is an "at will" employee.

4 There has been no argument.

5 The contract and the handbook both
6 specify "at will" employment.

7 There has been an issue raised that
8 said she was not given the written reason
9 for her discharge.

10 That is after the fact.

11 I attached to my brief a copy of the
12 code provision.

13 You can clearly see that the code
14 provision is to protect the School District
15 if the School District wishes to hold it's
16 own hearing to terminate the employee.

17 There is no claim based upon the
18 failure to give written notice.

19 There has been no allegation of a
20 Sunshine Act violation, which has been what
21 has been alleged in the complaint.

22 The termination was done at a public
23 meeting on November 10.

24 There is disputing testimony as to

1 whether or not she heard about it before
2 the hearing, but that is irrelevant, if the
3 termination took place on the 10th, or, if
4 you believe the plaintiff's complaint, filed
5 less than a month after she was fired. She
6 wasn't fired until November 11, the day
7 after the public meeting.

8 This leads to the conclusion that
9 the issue ends once you determine that the
10 reason for her termination was that they
11 terminated her position.

12 It's all based on the employee's
13 conduct.

14 In fact, on the fourth page of my
15 brief, there's a great quote from
16 Darlington vs General Electric, which says:

17 "On balance, even assuming that the
18 manner effecting the discharge was
19 accomplished in an arbitrary fashion, and
20 that the appellant was not given an
21 adequate chance to defend against evidence
22 stacked against him, he has not shown that
23 any statutory exception to the "at will"
24 rule applies, nor has he shown any public

1 policy violation:

2 "It may be even, indeed, that the
3 employer simply wanted to get rid of the
4 appellant and he did not give him a fair
5 hearing.

6 "This does not rise to the level of
7 a public policy violation."

8 I don't have to prove what the
9 reason for termination was, whether it was
10 for any reason or no reason at all.

11 The alternative reason given by
12 counsel is that it was a power struggle.

13 That is not a violation of public
14 policy. That is perfectly legitimate.

15 Now, for the reason itself.

16 I brought in three students who said
17 Rachel Randolph rarely taught the class, if
18 ever, and only then as a substitute.

19 She testified that she was there all
20 the time, although she couldn't remember
21 how long she was there six weeks ago.

22 I brought in an employee from the
23 office who saw her in the office all day
24 long.

1 She was an executive administrative
2 assistant to her sister, Carrie Bailey,
3 who, as she testified herself, promised her
4 a whole bunch of extra money if they worked
5 together in the school, money before and
6 money after, money never authorized by the
7 Board of Trustees.

8 There has been ample evidence that
9 she was an executive administrative
10 assistant.

11 The great irony is that, when she
12 claims damages, she does so based on the
13 promotion to a \$50,000 salary as the
14 executive administrative assistant.

15 The position was terminated when her
16 sister was terminated. There was nothing
17 wrong with that.

18 As to the issue of damages, there
19 are none.

20 None have been proven in this case.

21 Let's first discuss the \$20,000.

22 That figure was thrown about as the
23 difference in income by Rachel Randolph
24 based upon her stated salary and her 2005