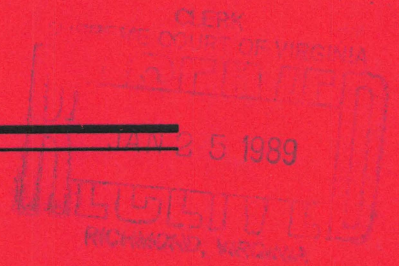


238VA144



IN THE
Supreme Court of Virginia
AT RICHMOND

RECORD NO. 880515

SCHOOL BOARD OF THE CITY OF NORFOLK AND
GENE R. CARTER, IN HIS OFFICIAL
CAPACITY AS SUPERINTENDENT,

Appellants,

v.

ANASTASIA M. GIANNOUTSOS,

Appellee.

JOINT APPENDIX

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Deputy City Attorney
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Norfolk, Virginia 23501
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VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF NORFOLK

ANASTASIA M. GIANNOUTSOS, *

Plaintiff, *

v. *

THE SCHOOL BOARD OF THE
CITY OF NORFOLK, VIRGINIA *

AT LAW NO. L-85-171

and *

GENE R. CARTER,
in his official capacity of
superintendent of schools for
the City of Norfolk, Virginia, *

Defendants. *

SERVE: Philip R. Trapani
Attorney for the City
of Norfolk, Virginia
908 City Hall Building
Norfolk, Virginia
and

Gene R. Carter
Superintendent of Schools
for the City of Norfolk, Virginia
Room 1200
School Administration Building
800 East City Hall Avenue
Norfolk, Virginia 23510

MOTION FOR JUDGMENT

COMES NOW the plaintiff, Anastasia M. Giannoutsos,
by counsel, and moves for a judgment and an award of execution
against the defendants, The School Board of the City of Norfolk,
Virginia and Gene R. Carter, in his official capacity as
superintendent of schools for the City of Norfolk, Virginia,
and each of them, on the grounds and in the amount hereinafter
set forth:

1. The plaintiff, Anastasia M. Giannoutsos, is,

and at all times mentioned herein was, a duly qualified teacher, properly certified under the laws of the Commonwealth of Virginia to teach in the public schools of the Commonwealth of Virginia.

2. The defendant, the School Board of the City of Norfolk, Virginia (hereinafter referred to as the "School Board") is the duly authorized and elected body corporate authorized and empowered to enter into contracts of employment with individuals to teach in the Norfolk Public School System.

3. The defendant, Gene R. Carter, is the Superintendent of Schools for the City of Norfolk, Virginia (hereinafter referred to as the "Superintendent") and is the employee and agent of the School Board charged with making recommendations concerning the renewal or nonrenewal of contracts of employment of teachers employed by the School Board and with carrying out the directives of the School Board.

4. On the 10th day of September, 1982, the plaintiff and the School Board entered into a written contract, a copy of which is attached hereto marked as "Exhibit A" and by this reference made a part hereof, pursuant to which the plaintiff was employed by the School Board as a probationary teacher, a teacher required to complete a three year probationary term of service before becoming entitled to a continuing (automatically renewable) contract, to teach in the Norfolk Public School System during the school year 1982-1983. That contract is subject to the terms and conditions of the employment of teachers as set forth in Chapter 15, Article 2 of Title 22.1 of the Code of Virginia of 1950, as amended, Section 22.1-293 through 22.1-305 inclusive.

5. The plaintiff, fulfilling the terms and conditions of her contract with the School Board, taught in the Norfolk Public School System in 1982-1983.

6. Pursuant to section 22.1-295 of the Code of Virginia of 1950, as amended, "the teachers in the public schools of a school division shall be employed and placed in appropriate schools by the school board upon recommendation of the division superintendent."

7. By section 22.1-304 of the Code of Virginia of 1950, as amended, when a school board determines not to renew the contract of a probationary teacher, "... written notice of nonrenewal of the contract must be given by school board on or before April fifteenth of each year. ~~If no such notice is given a teacher by April fifteenth, the teacher shall be entitled to a contract for the ensuing year in accordance with local salary stipulations including increments.~~"

8. No written notice of the intention of the School Board not to renew her contract was ever given to the plaintiff and, notwithstanding the failure of the School Board to give the plaintiff the required written notice, the Superintendent failed to recommend to the School Board that the contract between the plaintiff and the School Board be renewed and the aforementioned contract was not renewed although the plaintiff was ready, willing and able to teach in the Norfolk City School System for the school year 1983-1984 and desired and was entitled to the renewal of the aforementioned contract,

by reason of all of which the defendants, and each of them have breached the aforementioned contract.

9. As a result of the defendants', and each of their breach of the plaintiff's contract of employment as a teacher with the Norfolk Public School System as aforesaid, plaintiff has been damaged in the sum of twenty five thousand and no/100 dollars (\$25,000.00), no part of which has been paid.

WHEREFORE, the plaintiff, Anastasia M. Giannoutsos, by counsel, moves the Circuit Court of the City of Norfolk, Virginia for a judgment and an award of execution against the defendants, The School Board of the City of Norfolk, Virginia and Gene R. Carter, in his official capacity as superintendent of schools for the City of Norfolk, Virginia, and each of them, in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and for the costs of the proceedings.

ANASTASIA M. GIANNOUTSOS

By David L. Williams
OF Counsel

David L. Williams, Esquire
SACKS, SACKS & LARKIN
405 First American Bank Building
Norfolk, Virginia 23510

ANNUAL CONTRACT WITH PROFESSIONAL PERSONNEL

This Article of Agreement, between the SCHOOL BOARD OF THE CITY OF NORFOLK

State of Virginia, party of the first part, and CLANNETTOS, ANASTASIA G. party of the second part;
 WITNESSETH, that the said party of the first part agrees to employ and the party of the second part agrees to accept such employment in the
 position of TEACHER

(administrator, supervisor, principal, teacher, librarian or other instructional staff)

subject to the authority of the party of the first part, under the supervision and direction of the division superintendent of schools, and agrees to the following conditions, to wit:

1. That the party of the second part:
 - (a) holds a Virginia certificate or license in full force
 - (b) has completed the requirements for a Virginia certificate or license and has filed application for same
 - (c) will qualify for a Virginia certificate or license prior to the effective date of employment
2. The said party of the second part shall perform such duties during the period of this contract as are deemed necessary by the school board and superintendent for the efficient and successful operation of the school system.
3. The said party of the second part shall comply with all school laws, State Board of Education regulations, and all rules and regulations made by the party of the first part in accordance with law and State Board of Education regulations, and shall make promptly and accurately all reports required by the division superintendent of schools.
4. The said party of the second part hereby swears or affirms allegiance and loyalty to the Constitution of Virginia and the Constitution of the United States.
5. The division superintendent shall have authority to assign to their respective positions in the school wherein they have been placed by the school board all teachers, including principals, and may, with the approval of the school board, reassign any teacher or principal to any school within such division, provided no change or reassignment shall adversely affect the salary of such teachers and, provided, further, that the division superintendent shall make appropriate reports and explanations upon the request of the school board.
6. The said school board, party of the first part, upon recommendation of the division superintendent, reserves the right to dismiss said party of the second part as provided by law, after having given two weeks notice in writing and opportunity to be heard, paying for services rendered in accordance with this agreement to date of dismissal. In case schools are closed temporarily on account of an epidemic or for other necessary cause, the said board may require such loss of time to be made up within the school term or may extend the school term.
7. This contract shall not operate to prevent discontinuance of a position as provided by law.
8. The said party of the second part reserves the right to resign for just cause, giving said school board, party of the first part, two weeks notice in writing and setting forth therein the reason considered just cause for resignation. In the event the board declines to grant the request for release, and the party of the second part breaches the contract, the certificate of the party of the second part may be revoked under rules and regulations prescribed by the State Board of Education.
9. The said board, party of the first part, agrees to pay said party of the second part \$ 1000 for the school session 1981-82, payable:
 - (1) in 12 installments for services rendered, payable twice each calendar month
 - or
 - (2) in accordance with schedule under "Special Covenants."

This contract covers the period 09 - 10 within which there shall be a minimum of 180 actual teaching days, plus

and 10 additional working days for teaching, in-service training, conferences, planning, evaluation, related services, days subject to assignment in the discretion of the party of the first part. In the event this contract is terminated by mutual consent prior to the end of the contract period, payment will be made for services rendered on a daily rate basis to be determined by dividing the annual salary stipulated in this contract by the number of days officially covered under the provisions of this contract.

10. The said school board, party of the first part, shall deduct semi-monthly from the salary due the said party of the second part the computed amount due under the Virginia Supplemental Retirement Act, the Federal Social Security, and Withholding Tax Acts.

11. SPECIAL COVENANTS

Notwithstanding the aforesaid, the School Board shall be authorized to contract for any financial obligation beyond the amount for which funds have been made available with which to meet such obligation by the Council of the City of Norfolk, or in amounts in excess of that made available by federal authorities pursuant to federal grants.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL, THIS 10 day of SEPT, 19 82

Party of the Second Part

(L.S.)

Chairman of the Board

Clerk of the Board

(L.S.)

(L.S.)

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF NORFOLK

ANASTASIA M. GIANNOUTSOS, :
Plaintiff, :
v. : AT LAW NO. L85-171
THE SCHOOL BOARD OF THE :
CITY OF NORFOLK, VIRGINIA, et al., :
Defendants. :

SPECIAL PLEA
OF
WAIVER AND/OR ESTOPPEL

Now come the defendants, by counsel, and say that this Court should not take any further cognizance of the plaintiff's Motion for Judgment, and that the plaintiff ought not to have or maintain this action against them, by reason of the following:

1. Plaintiff is estopped from asserting any alleged breach of contract based upon any failure to give notice regarding the non-renewal of her contract at the end of the 1982-1983 school year, by her specific agreement in writing that her employment was to be temporary and limited to the duration of that school year, as will appear from EXHIBIT A, attached hereto and made a part hereof.

2. Plaintiff was clearly informed in writing that her employment for the 1982-1983 school year was to be temporary and limited to the duration of that school year, and specifically agreed to that arrangement in writing, as will appear from EXHIBIT A, attached hereto, thereby waiving any claim to any more specific or additional notice of non-renewal.

THE SCHOOL BOARD OF THE CITY OF
NORFOLK, VIRGINIA AND GENE R.
CARTER

By Harold P. Juren
Harold P. Juren
Deputy City Attorney

Philip R. Trapani
City Attorney
Harold P. Juren
Deputy City Attorney
Daniel R. Hagemeister
Deputy City Attorney
Bernard A. Pishko
Assistant City Attorney
908 City Hall Building
Norfolk, Virginia 23501

Of counsel for defendants.

I hereby certify that on the 14th day of February, a copy of the foregoing was mailed to David L. Williams, Esquire, Sacks, Sacks & Larkin, 405 First American Bank Building, Norfolk, Virginia 23510, of counsel for plaintiff.

By Harold P. Juren
Harold P. Juren
Deputy City Attorney

Norfolk Public Schools



SCHOOL ADMINISTRATION BUILDING, POST OFFICE BOX 1357
NORFOLK, VIRGINIA 23501

August 24, 1982

Mrs. Anastasia G. Giannoutsos
115 Conway Avenue
Norfolk, VA 23505

Dear Mrs. Giannoutsos:

The position for which you are being offered a contract is a temporary one. Your appointment is for the current year only and no implication is intended that you will be continued in this or another position the next year. However, if your performance has been satisfactory and there is a vacancy for which you are qualified, you will be given consideration for further employment.

Very truly yours,

A handwritten signature in cursive script that reads "David E. Jones, Jr.".

David E. Jones, Jr.
Director of Personnel

☒ I accept employment this year by the School Board in accordance with the terms of this letter.

Date

8/27/82

Signature

A handwritten signature in cursive script that reads "Anastasia Giannoutsos".

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF NORFOLK

ANASTASIA M. GIANNOUTSOS, :
Plaintiff, :
v. : AT LAW NO. L85-171
THE SCHOOL BOARD OF THE :
CITY OF NORFOLK, VIRGINIA, et al., :
Defendants. :

AMENDED SPECIAL PLEA
OF
WAIVER AND/OR ESTOPPEL AND EXCLUSIVITY OF REMEDY

Now come the defendants, by counsel, and say that this Court should not take any further cognizance of the plaintiff's Motion for Judgment, and that the plaintiff ought not to have or maintain this action against them, by reason of the following:

1. Plaintiff is estopped from asserting any alleged breach of contract based upon any failure to give notice regarding the non-renewal of her contract at the end of the 1982-1983 school year, by her specific agreement in writing that her employment was to be temporary and limited to the duration of that school year, as will appear from EXHIBIT A, attached hereto and made a part hereof.

2. Plaintiff was clearly informed in writing that her employment for the 1982-1983 school year was to be temporary and limited to the duration of that school year, and specifically agreed to that arrangement in writing, as will appear from EXHIBIT A, attached hereto, thereby waiving any claim to any more specific or additional notice of non-renewal.

3. The remedy created and prescribed by the statute for failure to give the specified notice of non-renewal, i.e., entitlement to "a contract for the ensuing year" was the plaintiff's sole and exclusive remedy, and was lost when not sought within the time period when it was available.

THE SCHOOL BOARD OF THE CITY OF
NORFOLK, VIRGINIA AND GENE R.
CARTER

By Harold P. Juren
Harold P. Juren
Deputy City Attorney

Philip R. Trapani
City Attorney
Harold P. Juren
Deputy City Attorney
Daniel R. Hagemeister
Deputy City Attorney
Bernard A. Pishko
Assistant City Attorney
908 City Hall Building
Norfolk, Virginia 23501

Of counsel for defendants.

I hereby certify that on the 2th day of March, a copy of the foregoing was mailed to David L. Williams, Esquire, Sacks, Sacks & Larkin, 405 First American Bank Building, Norfolk, Virginia 23510, of counsel for plaintiff.

By Harold P. Juren
Harold P. Juren
Deputy City Attorney

1 V I R G I N I A

2 IN THE CIRCUIT COURT OF THE CITY OF NORFOLK ,

3
4 -----
5 ANASTASIA GIANNOUTSOS, :

6 Plaintiff, :

7 vs. :

8 THE SCHOOL BOARD OF THE CITY :

9 OF NORFOLK, VIRGINIA, and :

10 GENE R. CARTER, in his :

11 official capacity as :

12 superintendent of schools :

13 for the City of :

14 Norfolk, Virginia, :

15 Defendants. :

COPY

APPY
Designations
marked

16 -----
17
18 DATE: January 29, 1987

19
20 BEFORE: The Honorable Leonard B. Sachs

21
22 APPEARANCES:

23 DAVID L. WILLIAMS, ESQUIRE
24 1115 Eden Way North
25 Chesapeake, Virginia
Attorney for the Plaintiff.

HAROLD P. JUREN, ESQUIRE
Deputy City Attorney
BERNARD A. PISHKO, ESQUIRE
Assistant City Attorney
908 City Hall Building
Norfolk, Virginia
Appearing on Behalf of the
Defendants.

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1 following year?

2 A. No, she did not.

3 MR. WILLIAMS: I object.

4 THE COURT: Read that question
5 back.

6
7 (The previous question read
8 back by the court reporter.)
9

10 THE COURT: All right, I will
11 overrule the objection. Okay, go ahead.

12 MR. JUREN: Okay. I have nothing
13 further.

14 THE COURT: All right.
15 Cross-examination.

16
17 CROSS-EXAMINATION

18
19 BY MR. WILLIAMS:

20 Q. Mrs. Mills, it's the Roberts
21 Park school?

22 A. Yes.

23 Q. Okay. Let me ask you, Mrs. Mills,
24 how long have you been a teacher?

25 A. How long have I been what?

1 Q. Teaching.

2 A. Thirty-two years.

3 Q. Thirty-two years?

4 A. Yes.

5 Q. And I don't mean to embarrass
6 you, but how old are you?

7 A. Fifty-four years old.

8 Q. Is Mrs. Giannoutsos older or
9 younger than you are?

10 A. I think Mrs. Giannoutsos is much
11 older than I.

12 Q. Much older than you. And it's
13 true, isn't it, that she had substantial years
14 of teaching experience even beyond your own?

15 A. Yes.

16 Q. And it's true also, is it not,
17 that Mrs. Giannoutsos had previously acquired
18 continuing contract status in the Norfolk City
19 Schools?

20 A. Yes.

21 Q. All right. Now, how many
22 teachers are there under your supervision at
23 Roberts Park Elementary School?

24 A. Now I have 20 classroom teachers.

25 Q. All right. And how many teachers

1 were there under your supervision in 1982-'83?

2 A. There were approximately 15
3 teachers.

4 Q. All right. Now, who was the
5 superintendent of the Norfolk City Schools in
6 the 1982-'83 school year, if you know?

7 A. Okay, that was Dr. Ayars.

8 Q. Doctor Ayars?

9 A. Uh-huh.

10 Q. Now, do you know whether Mrs.
11 Giannoutsos was given a written notice before
12 April 15th of 1983 regarding her employment?

13 A. I do not know.

14 Q. You do not know. Okay. And it's
15 true, isn't it, Mrs. Roberts --

16 A. Mrs. Mills.

17 Q. I am sorry, Mrs. Mills, it is
18 true, is it not, that principals make
19 recommendations to the superintendents of
20 schools regarding the retention of teachers?

21 A. Yes.

22 Q. All right. But it's the
23 superintendent's ultimate decision whether to
24 accept that recommendation or reject it,
25 correct?

1 A. Yes.

2 Q. All right. And it's true, is it
3 not, you don't have the authority to hire or
4 fire anyone who is a teacher?

5 A. No. We make recommendations.

6 THE COURT: I didn't hear your
7 last comment. No what?

8 THE WITNESS: We make
9 recommendations.

10 THE COURT: Okay, all right.

11

12 BY MR. WILLIAMS:

13 Q. Now, there came a time you said
14 in March of 1983 where you had a conversation
15 with Mrs. Giannoutsos, correct?

16 A. Yes.

17 Q. Was that the first conference
18 that you and Mrs. Giannoutsos had had?

19 A. No.

20 Q. You had had other conferences
21 with her regarding her performance?

22 A. Uh-huh.

23 Q. And you do that with other
24 teachers, correct?

25 A. Definitely.

1 Q. And the purpose of those
2 conferences is to try and assist the teachers
3 in improving their classroom performance?

4 A. Yes.

5 Q. And you had been previously
6 critical, you say, of Mrs. Giannoutsos, right?

7 A. Critical?

8 Q. Well, you are not doing this
9 right, you are not doing that right and so
10 forth?

11 A. Probably pointing out specific
12 needs.

13 Q. Okay. Now, you told her in March
14 that you intended to recommend to the school
15 superintendent that she not be renewed?

16 A. Yes.

17 Q. All right. And there wasn't any
18 discussion, was there, at that time regarding
19 the written notice required by the statute?

20 A. No.

21 Q. Matter of fact, there wasn't at
22 any time any discussion between you and Mrs.
23 Giannoutsos regarding the written notice?

24 A. No.

25 ~~Q. All right. And after that~~



FOURTH JUDICIAL CIRCUIT OF VIRGINIA
CIRCUIT COURT OF THE CITY OF NORFOLK

LEONARD B. SACHS
JUDGE

100 ST. PAUL'S BOULEVARD
NORFOLK, VIRGINIA 23510
(804) 441-2467

February 4, 1987

David L. Williams, Esquire
Williams & Kreger
1115 Eden Way North
P. O. Box 1996
Chesapeake, Virginia 23320

RECEIVED
FEB 5 1987

✓ Harold P. Juren, Esquire
Deputy City Attorney
908 City Hall Building
Norfolk, Virginia 23501

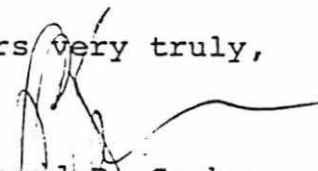
CITY ATTORNEY'S OFFICE

In Re: Anastasia M. Giannoutsos
vs. The School Board of
the City of Norfolk and
Gene R. Carter, Superintendent
At Law No. L-85-171

Gentlemen:

Enclosed please find my Memorandum Opinion in
the above case.

Yours very truly,


Leonard B. Sachs
Judge

LBS:se

encl.

MEMORANDUM OPINION

In Re: Anastasia M. Giannoutsos
v. The School Board of the City
of Norfolk and Gene R. Carter,
Superintendent
At Law No. L-85-171

The Proceedings Thus Far

The plaintiff has filed her suit seeking damages in the amount of \$25,000.00 alleging that the plaintiff was employed by the School Board as a probationary teacher, by contract dated September 10, 1982. That contract is attached to the Motion for Judgment and marked as "Exhibit A" by the plaintiff. Plaintiff states that that contract incorporates and is subject to the terms and conditions of Section 22.1-304 and the other applicable sections of Chapter 15, Article II of Title 22.1 of the Code of Virginia, 1950, as amended, which relate to the employment of teachers.

Counsel for plaintiff urges in his Motion for Judgment that the precisely applicable section of the Code which controls this litigation is Section 22.1-304 of the Code of Virginia which states in its pertinent parts that:

"Reemployment of teacher who has not achieved continuing status; effect of continuing contract resignation of teacher; reduction in number of teacher. - If a teacher who has not achieved continuing contract status receives notice of reemployment, he must accept or reject in writing within fifteen days of receipt of such notice. Except as provided

Memorandum Opinion
Giannoutsos vs. The School
Board of the City of Norfolk,
et al. - At Law No. L-85-171

in § 22.1-305, written notice of non-renewal of the contract must be given by the school board on or before April fifteenth of each year. If no such notice is given a teacher by April fifteenth, the teacher shall be entitled to a contract for the ensuing year in accordance with local salary stipulations including increments." (Emphasis added.)

Plaintiff complains that she did not receive any written notice as is required by April fifteenth under Section 22.1-304, supra. Accordingly, the plaintiff is of the view that she was "entitled" (according to the language of the statute) to a teaching contract for the forthcoming year (1983-1984) at the then prevailing contract rate for probationary teachers.

The defendants by their counsel have filed a pleading entitled Amended Special Plea of Waiver and/or Estoppel and Exclusivity of Remedy.

It is the position of the attorney for the defendants that the plaintiff is "estopped" from asserting any breach of contract because she signed a letter which is marked as "Exhibit A" for the defendants attached to the Amended Special Plea (or to the original Special Plea).

That letter which is on Norfolk Public School administration letterhead, dated August 24, 1982 addressed to Mrs. Giannoutsos states that:

Memorandum Opinion
Giannoutsos vs. The School
Board of the City of Norfolk,
et al. - At Law No. L-85-171

"The position for which you are being offered a contract is a temporary one. Your appointment is for the current year only and no implication is intended that you will be continued in this or another position the next year. However, if your performance has been satisfactory and there is a vacancy for which you are qualified, you will be given consideration for further employment."

There was a place on that letter for Mrs. Giannoutsos to note her acceptance of the employment in accordance with the "terms of (that) letter", and she did so and it was dated August 27, 1982.

In the second paragraph of the Amended Special Plea, the defendants allege that the plaintiff "waived" her claim to a subsequent contract by signing that letter.

In the third paragraph the defendants allege that:

"The remedy created and prescribed by the statute for failure to give the specified notice of non-renewal, i.e., entitlement to 'a contract for the ensuing year' was the plaintiff's sole and exclusive remedy, and was lost when not sought within the time period when it was available."

In that paragraph, as can be seen, the defendants have alleged that even if the plaintiff had a right to claim damages for non-renewal, her right or "entitlement was lost when not sought within the time period when it was available".

Memorandum Opinion
Giannoutsos vs. The School
Board of the City of Norfolk,
et al. - At Law No. L-85-171

The Issues Presented

1. Is the plaintiff estopped from claiming a breach of contract based on Section 22.1-304 by reason of her signature upon the letter marked as "Defendants Exhibit A" set forth above?
2. Has the plaintiff waived any claim to an additional year's contract pursuant to Section 22.1-304 by reason of her endorsement of the letter marked "Defendants Exhibit A" attached to the defendants' special plea?
3. Is there a time period within which a probationary teacher must assert her right to the "entitlement" to a "contract for the ensuing year" as set forth in Section 22.1-304 of the Code?
 - (a) If there is a time limit, what is that time limit?
 - (b) Is the plaintiff entitled to an evidentiary hearing or trial by a jury to determine whether or not she waived her right to that "entitlement" to a "contract for the ensuing year" as set forth in Section 22.1-304 of the Code by failing to request a contract for the ensuing year prior to the commencement of the ensuing school year?

Memorandum Opinion
Giannoutsos vs. The School
Board of the City of Norfolk,
et al. - At Law No. L-85-171

- (c) If the plaintiff did waive her "entitlement", was it a knowing intelligent and intentional waiver of her "entitlement" to a "contract for the ensuing year"?

The Law

Although it was represented by counsel for plaintiff at the hearing on this Special Plea that the plaintiff had been a tenured teacher in the Norfolk Public School System for at least ten years previously, she had left that employment and gone to another city and state to teach. After a few years there she returned to Norfolk and was re-employed by the Norfolk School System as a probationary teacher notwithstanding her prior tenure. The issue is not before us as to whether or not she need re-apply and pass her probationary period. In the plaintiff's Motion for Judgment she has stated that she did apply as a probationary teacher.

Section 22.1-304 of the Code of Virginia regulates employment contracts for public school teachers on probationary basis.

Article II of Chapter 15 of Title 22.1 of the Code of Virginia, 1950, as amended, is captioned TERMS OF EMPLOYMENT GENERALLY.

Memorandum Opinion
Giannoutsos vs. The School
Board of the City of Norfolk,
et al. - At Law No. L-85-171

Within that article we find that in Section 22.1-302 written contracts are required and they must be executed and signed in duplicate with a signed copy being furnished to each party.

In Section 22.1-303 the law sets forth a probationary term of service for three years in the same school division before the teacher is "issued a continuing contract".

Section 22.1-304 of the Code sets forth the notice requirement applicable to probationary teachers and the remedy for failure of the School Board to comply.

It is undisputed that the plaintiff did not receive written notice of non-renewal of the contract at any time. She has never received a notice of non-renewal.

The position of the defendants is that the letter which we will call the "waiver letter" which was marked as Exhibit A and filed with the Special Plea by the defendant eliminates the School Board's responsibility for providing the written notice as set forth in Section 22.1-304.

The Court is of the opinion and holds that the legislature has seen fit to enact a common plan for regulating the employment of principals and teachers. Among those special plans are the treatment of probationary teachers. It is well known and requires

Memorandum Opinion
Giannoutsos vs. The School
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no citation of authority, that every contract incorporates, by operation of law, those portions of the law of the State whether statutory or common law which the legislature has dealt with in specific legislation, dealing with such contracts.

Other examples can be readily found.

The so-called "waiver letter" in fact does not, nor could it, limit or contradict Section 22.1-304. It simply tells Mrs. Giannoutsos that she is a temporary employee who may be hired if she is satisfactory but will not be rehired if not satisfactory. So far as that goes, that is the law of Virginia. However, she is entitled, as a matter of law, pursuant to Section 22.1-304 to ". . . written notice of non-renewal of the contract . . . by the school board on or before April fifteenth of each year" and the Court so holds.

This case would be simple if Mrs. Giannoutsos had gone to the School Board on April 16th or any day thereafter prior to the commencement of the following school year (1983-1984) and asked "where am I going to be teaching this year?" She did not choose to do that, however, and that is where the rub occurs.

Counsel for the School Board candidly admits that there is no specified time within which Mrs. Giannoutsos was required to exercise her "entitlement" to a contract for the ensuing year as

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set forth in the statute. Instead, she worked elsewhere and did not make any claim for about one and one-half years after the time that she should have received her non-renewal notice.

We have serious questions here: (a) Is Mrs. Giannoutsos entitled to exercise her right to "entitlement" for any year other than the "ensuing year"? (b) Must she attempt to exercise her entitlement? (c) Was there a waiver of her entitlement? (d) If there was a waiver, was it a knowing, intelligent and intentional waiver?

The Court holds with respect to each of these questions that:

(a) Mrs. Giannoutsos is "entitled" to a contract only for the ensuing year and,

(b) She must apply for her "entitlement" within a reasonable time after April 15th, in order to provide the School Board with appropriate time to employ teachers as needed for the coming year.

Otherwise she will be deemed to have waived her "entitlement" to a contract for the "ensuing year".

This waiver would be dispositive of this case unless the plaintiff claims that she did not make a knowing intelligent waiver of that entitlement due to some deceit or deception on the part of

Memorandum Opinion
Giannoutsos vs. The School
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the defendants, or because she failed to claim her entitlement in timely fashion because of threats against her on the part of the defendants which inhibited her free will or because they made other promises of concessions or favors to her which induced her to forego the exercise of her entitlement.

Counsel for plaintiff will advise the Court in writing within fourteen (14) days as to whether or not any such factual issues will be raised as justification for the waiver of her right to claim her entitlement, within a reasonable time, for a contract for the "ensuing year".

If plaintiff has no such claim counsel for plaintiff will advise the Court accordingly in writing within fourteen (14) days.

The Court will enter an appropriate decree depending upon the response of plaintiff's attorney.

Respectfully,


Leonard B. Sachs
Judge

LBS:se

V I R G I N I A:

IN THE CIRCUIT COURT OF THE CITY OF NORFOLK

ANASTASIA GIANNOUTOS, :

Plaintiff, :

vs. :

THE SCHOOL BOARD OF THE CITY :

OF NORFOLK, VIRGINIA, and : L85-171

GENE R. CARTER, in his :

official capacity as :

superintendent of schools :

for the City of :

Norfolk, Virginia, :

Defendants. :

DATE: March 31, 1987

BEFORE: The Honorable Leonard B. Sachs

APPEARANCES:

DAVID L. WILLIAMS, ESQUIRE
1115 Eden Way North
Chesapeake, Virginia
Attorney for the Plaintiff.

ORIGINAL

1 THE COURT: All right. So there
2 are no witnesses then to be excluded; is that
3 correct?

4 MR. WILLIAMS: That's correct.

5 THE COURT: Let's proceed.

6
7 JOHN MEDAS,
8 a witness, having been first
9 duly sworn, was examined and
10 testified as follows:

11
12 DIRECT EXAMINATION

13
14 BY MR. WILLIAMS:

15 Q. Mr. Medas, state your name,
16 please.

17 A. John Medas.

18 Q. Are you employed?

19 A. Yes.

20 Q. By whom and in what capacity?

21 A. I am employed by the Virginia
22 Education Association to serve as executive
23 director for the Education Association of
24 Norfolk.

25 Q. All right, sir. And what are

1 your duties as the executive director of the
2 Education Association of Norfolk?

3 A. I work with the teachers who are
4 members of the association in handling problems
5 they may have with the school administration
6 and advocating for benefits for them and for
7 promoting the interest of teachers generally.

8 Q. All right, sir. And in your
9 capacity as executive director of the Education
10 Association of Norfolk, Virginia, you had
11 occasion to meet Anastasia Giannoutos, the
12 plaintiff in this lawsuit?

13 A. Yes, I have.

14 Q. Was it in your official capacity
15 or otherwise that you met Miss Giannoutos?

16 A. In my official capacity.

17 Q. Do you recall when it was that
18 you first made the acquaintance of Miss
19 Giannoutos?

20 A. In the winter of 1983 Miss
21 Giannoutos was in the office at that time
22 consulting with the assistant director, Miss
23 Parks, and Miss Parks asked me to, on a number
24 of occasions, meet with Miss Giannoutos and her
25 as they discussed her problem with regard to

1 the school system.

2 Q. All right, sir. And if you could
3 in a nutshell, can you describe for us the
4 problem that you discussed with Miss Giannoutos?

5 A. Basically Miss Giannoutos had
6 come to the association for assistance because
7 she was having some difficulties with her
8 principal not agreeing on the question of her
9 classroom performance and needed some
10 assistance from us.

11 She was also concerned because
12 she had not been given what is known as an
13 intent card. This is a form that is used for
14 teachers to indicate whether they intend to
15 return for the following school year. It's
16 normally distributed in the month of February.
17 And since she had not received that, she was
18 concerned as to the reason why and approached
19 the association for assistance in that matter.

20 Q. All right, sir. Did you have a
21 discussion concerning the issuance of the
22 so-called intent card?

23 A. Miss Parks and I discussed that
24 with Miss Giannoutos. Miss Parks was handling
25 the matter at that time. She has since left the

1 association. But we both discussed this with
2 her and pointed out the intent card, in and of
3 itself, had no legal bearing on her job status.

4 Q. Did you discuss with Miss
5 Giannoutos things that did have a legal bearing
6 on her job status?

7 A. Yes. We informed her that under
8 the Code of Virginia if there was going to be
9 any move made to not reemploy her for the
10 following year, that she would have to receive
11 notice of that from the superintendent of
12 schools before the 15th of April.

13 Q. All right. Do you know whether
14 Miss Giannoutos was given such a notice?

15 A. She was not.

16 Q. All right, sir. Did you confer
17 with Miss Giannoutos about her having not
18 received such a notice?

19 A. Yes. Of course, we told her to
20 keep us informed as to whether she would be
21 receiving that or not. We all marked the date
22 of the 15th, carefully watching for any effort
23 by the administration to give her notice in
24 which case there is certain responses we make
25 when that happens.

1 She notified us on the 15th of
2 April that she had received no such notice, and
3 we advised her then that contractually she had
4 a job for the following year.

5 Q. Did you later learn, however --

6 THE COURT: What date was that
7 that you told her that?

8 THE WITNESS: April 15th.

9 THE COURT: You told her that?

10 THE WITNESS: Yes.

11 THE COURT: You personally or
12 your assistant or do you know?

13 THE WITNESS: To the best of my
14 recollection, my assistant told her that after
15 checking with me first.

16 ~~THE COURT: Go ahead.~~

17
18 BY MR. WILLIAMS:

19 Q. Now, are contracts for employing
20 teachers issued contemporaneously with the
21 notice or absence of notice on April 15th?

22 A. No. In fact, April 15th doesn't
23 appear any different than any other day in the
24 school year. It's not until the local governing
25 body, the City Council in this case, has

1 formally adopted the budget for the following
2 year does the school system actually begin the
3 process of writing up contracts and putting in
4 names and distributing them. That normally
5 doesn't take place until the end of May or
6 early June.

7 Q. So, is there any reason for a
8 teacher to express concern about not having
9 received a contract in April?

10 A. No.

11 Q. Or in May?

12 A. No.

13 Q. Now, are you aware whether or
14 not Miss Giannoutos received a contract to
15 teach in the Norfolk City Schools for the next
16 following year when you first met her?

17 A. Towards the end of May, Miss
18 Giannoutos again contacted the association
19 concerned because she heard contracts were
20 coming out and she hadn't received one.

21 We informed her that they yet
22 weren't out, but as soon as they were if she
23 didn't receive one to let us know. She did not
24 receive a contract and informed us of that, I
25 believe, May 31st or early in June. May 31st

1 Miss Parks' notes reflect that.

2 Q. Did you do anything in response
3 to Miss Giannoutos not having received a
4 contract?

5 A. Yes. Miss Parks advised Miss
6 Giannoutos to contact the personnel office to
7 determine whether or not there had been a
8 mistake made, given the fact she should of
9 received a notice of this by April 15th.

10 She did that and according to
11 the notes in our files she was informed that
12 she was not going to be receiving a contract.

13 Q. That was some telephonic
14 communications?

15 A. Yes.

16 Q. Did you do anything in response
17 to the assertion by the Norfolk City Schools
18 that Miss Giannoutos would not be employed for
19 the following school year?

20 A. Yes, we arranged for a meeting
21 with the director of personnel to discuss the
22 whole matter.

23 Q. All right, sir. And did that
24 meeting occur?

25 A. It did in July, July 20th.

1 Q. And who is the director of
2 personnel?
3 A. Dr. David Jones.
4 Q. And who was present at that
5 meeting?
6 A. Dr. Jones; Miss Parks was
7 present; Miss Giannoutos was present; I was
8 present. There was another person from the
9 personnel office. My memory says it was Miss
10 Linda Dickens, but I am not absolutely positive
11 of that. It could have been Mrs. Cobbs.
12 Q. Can you tell us where the
13 meeting occurred?
14 A. In the conference room of what
15 was then the conference room of the personnel
16 department, Norfolk City Schools.
17 Q. Over here on East City Hall
18 Avenue?
19 A. Right.
20 Q. And what did you discuss with
21 Dr. Jones and the other representative of the
22 school?
23 A. Basically we covered two areas.
24 Number one, the question of whether Miss
25 Giannoutos's job performance had been of

1 standard enough to warrant her working in the
2 following year and we discussed that in some
3 detail.

4 We also discussed the legal
5 question of whether or not she had been given
6 proper notice that her contract would not be
7 renewed. We pointed out to Dr. Jones that it
8 was our opinion that proper notice had not been
9 provided and she was entitled to a contract for
10 the following year.

11 Q. All right, sir. Did Miss
12 Giannoutos make it known that she wanted to
13 teach in the Norfolk City Schools for the next
14 ensuing year or did she remain silent during
15 that meeting regarding her desires to teach?

16 A. It was discussed and, in fact,
17 we asked Dr. Jones whether there could be some
18 further reconsideration of this whole matter.
19 And he agreed that the record was not all that
20 bad and he agreed to go back to the building
21 principal and see whether she would be willing
22 to work with her for another year. And he told
23 us, at the end of the meeting, that he would
24 let us know later about that, so we left with
25 the idea in mind he was going to try and see if

1 she could still work the following year in the
2 school system.

3 Q. And was ultimately a decision
4 made about whether Miss Giannoutos could work?

5 A. Dr. Jones called me at the end
6 of July - checking my file notes - August the
7 first, and informed us that her principal, Miss
8 Mills, had not been willing to work with her
9 for another year and, therefore, she was not
10 going to be issued a contract.

11 Q. Did Miss Giannoutos insist on
12 teaching at the Roberts Park Elementary School
13 or willingness to teach at another school?

14 A. She was willing to work at any
15 location, yes.

16 Q. So, it wasn't necessarily Miss
17 Giannoutos's insistence on teaching at that
18 particular school?

19 A. No. The school system's own
20 requirement is that a teacher who is under
21 close scrutiny will stay with the same
22 principal for the ensuing year.

23 Q. And Dr. Jones refused to, if I
24 understand you correctly, acknowledge that Miss
25 Giannoutos had entitlement to contract with the

1 ensuing year because she hadn't been given
2 notice?

3 A. He disagreed to our notice and
4 we were too late disagreeing over law. That's
5 correct.

6 MR. WILLIAMS: Okay. I think
7 that's all I have.

8
9 CROSS-EXAMINATION

10
11 BY MR. JUREN:

12 Q. May it please the Court, Mr.
13 Medas, let me make sure I understand your
14 testimony.

15 As I understand what you said,
16 you and Miss Parks of your office spoke with
17 Miss Giannoutos in February or thereabouts of
18 1983, about what her rights would be?

19 A. That's correct.

20 Q. And you told her that her not
21 getting an intent card wasn't controlling, the
22 important thing was whether she would get this
23 notice in April?

24 A. Correct.

25 Q. And as I understand it, you

1 arranged with her for her to be very aware of
2 whether or not she would get the notice on
3 April 15th, correct?

4 A. Correct.

5 Q. And you diaried your book in the
6 Educaton Association of Norfolk offices to
7 follow up on that to see if she had gotten it
8 or not?

9 A. Correct.

10 Q. And then on April 15th she
11 called and said I haven't gotten the contract,
12 and you advised her to call up the personnel
13 office to see if there had been a mistake?

14 A. No. I didn't advise her to do
15 that until June when contracts were issued and
16 we became aware of the fact that a contract had
17 not been issued when it should of been.

18 Q. Excuse me. I misspoke myself.
19 What you told her was that sometimes the
20 contract didn't come out until late May or
21 early June and so she should just watch and see
22 if she got one?

23 A. No, on April 15th we told her it
24 was our interpretation of law and trained by
25 our attorneys that she had a contract for the

1 following year.

2 Q. No, back on April she didn't get
3 a notice?

4 A. And we told her on April 15th
5 that if notice is not received on that date,
6 she, indeed, has a valid contract for the
7 following year. She is employed.

8 Q. All right. So, then in late May,
9 when she did not receive a written paper
10 contract, you advised her to call the personnel
11 office to see if there had been a mistake,
12 correct?

13 A. Correct.

14 Q. And when they told her it wasn't
15 a mistake, this meeting was arranged.

16 Now, your notes do reflect that
17 the meeting took place on July 20th, 1983?

18 A. Yes.

19 Q. And that during the course of
20 that conversation with Dr. Jones you clearly
21 represented to him that you did not feel she
22 had gotten adequate notice by April 15th and
23 that she was entitled to a contract for the
24 next year?

25 A. Correct.

1 Q. Now, he disagreed and, as I
2 understand it, he did agree to ask the
3 principal to reconsider?
4 A. That's correct.
5 Q. And later he called you on
6 August the first and told you that Miss Mills
7 was not willing to reconsider and that the
8 plaintiff was not going to get a contract,
9 correct?
10 A. Correct.
11 Q. Now, did you advise Miss
12 Giannoutos of Dr. Jones's response?
13 A. Yes, I called her.
14 Q. Was that the same day or shortly
15 thereafter?
16 A. Yes.
17 Q. All right. Did you have any
18 further contact with Dr. Jones about whether or
19 not she would get a contract after August the
20 first?
21 A. No, I don't believe so.
22 Q. All right. Did you discuss with
23 her what she could do or should do if she was
24 not offered employment at the beginning of the
25 school year?

1 A. Yes. In fact, we had already
2 discussed this prior to August first that she
3 should begin to look for employment elsewhere,
4 because we told her even if this ends up in
5 litigation that it could take a long time and
6 for her own economic security that she needed
7 to look for employment elsewhere.

8 Q. Was this told to her on August
9 first or earlier than that?

10 A. Prior to that, yes.

11 Q. Was there any repeat of that
12 advisor discussion on August the first, 1983?

13 A. Yes.

14 Q. Was there any discussion between
15 you and Miss Giannoutos about her applying for
16 unemployment compensation benefits?

17 MR. WILLIAMS: Judge, is this
18 relevant to this inquiry here today?

19 THE COURT: Sustained.

20 MR. JUREN: I think it is
21 relevant in terms of the extent of her
22 knowledge of her rights because it bears on
23 when her action accrued.

24 THE COURT: Sustained. Your
25 exception is noted.

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MR. JUREN: Are you ruling out any inquiry as to application for unemployment compensation --

THE COURT: I don't see any relevancy at all whether she did or did not apply for unemployment compensation, whether she knew or did not know that she could apply for unemployment compensation. The only issue here is whether or not she was legally entitled to have her contract renewed. That is the sole issue before the Court as I understand it today.

MR. JUREN: Well, Your Honor, another issue is developing from the testimony, but I will take that up and just note my exception to the Court's ruling.

THE COURT: Will you share that with me, please, your other issue as well?

MR. JUREN: I would rather not get into it in cross-examination. I will conclude in just another few questions if the Court will indulge me.

THE COURT: All right.

BY MR. JUREN:

Q. Mr. Medas, what discussion did

1 you have with Miss Giannoutos about instituting
2 litigation to enforce whatever rights you felt
3 she had?

4 MR. WILLIAMS: I object. That's
5 not relevant. Why is it relevant to whether the
6 meeting occurred, whether Miss Giannoutos was
7 entitled to have a contract for the ensuing
8 year or any other benefits, whether Mr. Medas
9 discussed with her whether she ought to file a
10 lawsuit?

11 THE COURT: Overruled.

12
13 BY MR. JUREN:

14 Q. Did you have any such discussion?

15 A. Yes.

16 Q. And what was the nature of the
17 discussion?

18 A. We told her that in addition to
19 her pursuing employment that we would also
20 check with our attorneys through our State
21 office as to what grounds she might have to
22 proceed in litigation.

23 Q. Well, did you tell her you
24 thought she could proceed?

25 A. I told her I thought she had a

1 good case, yes, but obviously I was not an
2 attorney and I told her it would have to be
3 something that our attorneys would have to make
4 the final determination about.

5 Q. And that was based on what you
6 told her about her having a right when she
7 didn't get the notice by April 15th?

8 A. Yes.

9 Q. Did you ever get back to her
10 after that, after August the first about what
11 she might do to enforce her rights?

12 A. Oh, yes. We have been in
13 communication on a regular basis since then.

14 Q. Did you do anything to
15 facilitate that?

16 A. Yes, I made the application
17 through our State office for an opinion from
18 our State attorneys as to whether this was a
19 case that would be worth litigating.

20 Q. Did you have anything to do with
21 the timing of when she would initiate
22 litigation?

23 A. No. I personally didn't.

24 ~~Q. Any rule of the EAO or the~~

25 ~~A. NEW.~~

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF NORFOLK

ANASTASIA M. GIANNOUTSOS,	:	
Plaintiff,	:	
v.	:	AT LAW
SCHOOL BOARD OF THE CITY OF	:	NO. L85-171
NORFOLK, et al	:	
Defendants.	:	

SPECIAL PLEA
OF
STATUTE OF LIMITATIONS

Now come the defendants, and for a Special Plea to the Motion for Judgment filed herein, without waiving their plea that the plaintiff's sole and exclusive remedy was timely enforcement of her alleged entitlement to a "contract for the ensuing year," state that if she had any cause of action for monetary damages, it is barred by the applicable statute of limitations, in that any such cause of action, whatever its character, accrued no later than August 1, 1983. See EXHIBIT A.

WHEREFORE, the defendants pray that the action pending against them be dismissed.


SCHOOL BOARD OF THE CITY OF NORFOLK, et al

By Harold P. Juren
Harold P. Juren
Deputy City Attorney

Philip R. Trapani
City Attorney
Harold P. Juren
Deputy City Attorney
908 City Hall Building
Norfolk, VA 23501

Of counsel for defendants

I hereby certify that on the 7th day of April, 1987, a true copy of the foregoing was mailed to David L. Williams, Esq., Williams & Kreger, P.O. Box 1996, Chesapeake, VA 23320, of counsel for plaintiff.


Harold P. Juren
Deputy City Attorney

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF NORFOLK

ANASTASIA M. GIANNOUTSOS,	:	
Plaintiff,	:	
	:	AT LAW
v.	:	
	:	NO. L85-171
SCHOOL BOARD OF THE CITY OF	:	
NORFOLK, et al	:	
Defendants.	:	

GROUND OF DEFENSE

Now come the defendants, by counsel, without waiving their previously filed special pleas of waiver, estoppel, exclusive statutory remedy, and statute of limitations, and subject to such pleas, in response to the Motion for Judgment, state as follows:

1. In response to Paragraph 1 of the Motion for Judgment, they admit that during the 1982-1983 school year the plaintiff possessed the necessary education and certifications to be allowed to teach in the Norfolk Public Schools, and neither admit or deny the remaining allegations in said paragraph, and call for strict proof thereof.
2. They admit the allegations contained in Paragraph 2 of the Motion for Judgment.
3. They admit the allegations contained in Paragraph 3 of the Motion for Judgment.
4. In response to Paragraph 4 of the Motion for Judgment, they admit the authenticity of the contract attached to the Motion for Judgment, marked "Exhibit A," and admit the enactment of the statutes referred to in Paragraph 4 of said motion, but

neither admit nor deny the remaining allegations contained in said paragraph, which consist of conclusions and argument, and call for strict proof thereof.

5. In response to Paragraph 5 of the Motion for Judgment, they admit that the plaintiff taught in the Norfolk Public School System during the school year 1982-1983, but neither admit nor deny the remaining allegations of such paragraph and call for strict proof thereof.

6. In response to Paragraph 6 of the Motion for Judgment, they admit that Virginia Code Section 22.1-295 reads as follows:

The teachers in the public schools of a school division shall be employed and placed in appropriate schools by the school board upon recommendation of the division superintendent.

7. In response to Paragraph 7 of the Motion for Judgment, they admit the enactment of Virginia Code Section 22.1-304 and that the provisions of its first paragraph read as follows:

If a teacher who has not achieved continuing contract status receives notice of reemployment, he must accept or reject in writing within fifteen days of receipt of such notice. Except as provided in §22.1-305, written notice of nonrenewal of the contract must be given by the school board on or before April fifteenth of each year. If no such notice is given a teacher by April fifteenth, the teacher shall be entitled to a contract for the ensuing year in accordance with local salary stipulations including increments.

8. In response to Paragraph 8 of the Motion for Judgment, they state that the plaintiff was advised verbally and in writing at the outset of her employment that her contract was temporary and only for one year, and the plaintiff acknowledged and agreed to such term of employment in writing, thereby rendering unnecessary a special reaffirmation of such agreement on or about April 15, 1983; and they admit that a separate notice of nonrenewal was not given to the plaintiff on or about April 15, 1983.

They further admit that the plaintiff was not offered a contract for the 1983-1984 school year, and deny all the remaining allegations contained in Paragraph 8 of the Motion for Judgment.

9. They deny the allegations contained in Paragraph 9 of the Motion for Judgment.

10. They deny each and every allegation contained in the Motion for Judgment not hereinabove admitted or specifically answered.

AFFIRMATIVE DEFENSES

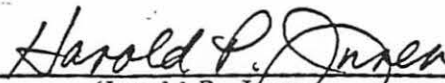
And without waiving any of the responses made above, and in addition to such responses, defendants assert the following affirmative defenses:

11. The plaintiff, with knowledge of her rights to assert a claim to a contract for the 1983-1984 school year, behaved in a manner constituting a waiver of any such rights.

12. The plaintiff is estopped by her conduct, silence and/or acquiescence to claim any right to a contract for the 1983-1984 school year, or any of the benefits of such a contract.

SCHOOL BOARD OF THE CITY OF NORFOLK, et al

By



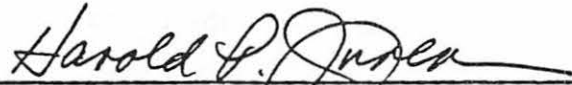
Harold P. Juren
Deputy City Attorney

Philip R. Trapani
City Attorney
Harold P. Juren
Deputy City Attorney
908 City Hall Building
Norfolk, VA 23501

Of counsel for defendants

3

I hereby certify that on the 7th day of April, 1987, a true copy of the foregoing was mailed to David L. Williams, Esq., Williams & Kreger, P.O. Box 1996, Chesapeake, VA 23320, of counsel for plaintiff.

A handwritten signature in cursive script, reading "Harold P. Juren", written over a horizontal line.

Harold P. Juren
Deputy City Attorney

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF NORFOLK

ANASTASIA M. GIANNOUTSOS,	:	
Plaintiff,	:	
v.	:	AT LAW
SCHOOL BOARD OF THE CITY OF	:	NO. L85-171
NORFOLK, et al	:	
Defendants.	:	

REQUEST FOR ADMISSIONS

Now come the defendants, pursuant to Rule 4:11 of the Rules of the Supreme Court of Virginia, and request the plaintiff, Anastasia M. Giannoutsos, to make the following admissions relative to this action within twenty-one (21) days of the service hereof:

1. That the following documents, copies of which are attached to this request, are genuine:

(a) Virginia Employment Commission Form 1099-UC for Anastasia Giannoutsos, reflecting total unemployment compensation payments to her of \$2,484.00 in 1983.

(b) Virginia Employment Commission Form 1099-G for Anastasia Giannoutsos, reflecting total unemployment compensation payments to her of \$828.00 in 1984.

(c) Virginia Employment Commission Form VEC-B-10B, reflecting a claim by Anastasia Giannoutsos for unemployment compensation benefits, dated August 7, 1983.

2. That each of the following statements are true:

(a) The plaintiff received a total of \$2,484.00 in unemployment compensation benefits in 1983.

(b) The plaintiff received a total of \$828.00 in unemployment compensation benefits in 1984.

(c) The plaintiff earned a total of \$7,231.20 in salary from the James Barry-Robinson Institute during the period February, 1984 through June 30, 1984.

(d) The plaintiff wrote in the handwritten words on the document listed above as No. 1(c) in the part of the document above her signature, and the signature on the line designated "signature of claimant" is her signature.

(e) The plaintiff met with Dr. David Jones, Personnel Director for the Norfolk School Administration, and John Medas, Executive Director of the Education Association of Norfolk, and others, on July 20, 1983.

(f) At a meeting on July 20, 1983 between David Jones, John Medas, the plaintiff, and others, on July 20, 1983, a demand was made by Medas, on behalf of the plaintiff, that she be given a contract for the 1983-1984 school year.

(g) On August 1, 1983, Dr. David Jones, Personnel Director for the Norfolk School Administration, advised John Medas, Executive Director of the Education Association of Norfolk, that a contract for the 1983-1984 school year would not be offered to the plaintiff.

(h) On August 1, 1983, John Medas, Executive Director of the Education of Norfolk, Virginia advised the plaintiff that the Norfolk School Administration had refused to offer the plaintiff a contract for the 1983-1984 school year.

SCHOOL BOARD OF THE CITY OF NORFOLK, et al.

By Harold P. Juren
Harold P. Juren
Deputy City Attorney

Philip R. Trapani
City Attorney
Harold P. Juren
Deputy City Attorney
908 City Hall Building
Norfolk, VA 23501

Of counsel for defendants

I hereby certify that on the 7th day of April, 1987, a true copy of the foregoing was mailed to David L. Williams, Esq., Williams & Kreger, P.O. Box 1996, Chesapeake, VA 23320, of counsel for plaintiff.

Harold P. Juren
Harold P. Juren
Deputy City Attorney

COMMONWEALTH OF VIRGINIA VIRGINIA EMPLOYMENT COMMISSION 703 E. MAIN STREET RICHMOND, VIRGINIA 23219 54-6001795G		Type or print PAYER'S name, address, ZIP code, and Federal identifying number.	Statement of Recipients of Unemployment Compensation Payments COPY B - For Recipient FOR CALENDAR YEAR
226-22-1173			1983
Recipient's identifying number 226-22-1173	1 Total unemployment compensation payments 2 \$ 2,484.00	3	
Type or print RECIPIENT'S name, address, and ZIP code below. Anastasia Giannoutsos 115 Conway Avenue Norfolk, VA 23505		This information is being furnished to the Internal Revenue Service.	

Form 1099-UC (R. 10/82)

Department of the Treasury—Internal Revenue Service

OMB No. 1545-0120

1984
Statement for
Recipients of
Certain
Government
PaymentsThis information is
being furnished to
the Internal
Revenue Service and
appropriate State officials.Copy B
For Recipient

PAYER'S name, address, ZIP code, and Federal identifying no. Commonwealth of Virginia Virginia Employment Commission P. O. Box 1358 Richmond, Virginia 23211-1358 Federal No. 54-6001795	1 Unemployment compensation \$ 828.00	2 Income tax refunds
	3 Refund is for tax year	4 Federal income tax withheld
	5 Discharge of indebtedness	6 Taxable grants
RECIPIENT'S name, address, and ZIP code Anastasia Giannoutsos 115 Conway Avenue Norfolk, VA 23505	Recipient's identifying number 226-22-1173	7 Agriculture payments

Form 1099-G

Department of the Treasury - Internal Revenue Service

JAMES BARRY-ROBINSON INSTITUTE

443 KEMPSVILLE ROAD
NORFOLK, VIRGINIA 23502
(804) 461-1107


DIRECTORS
H. THOMAS GRISSOM, JR.
EDWARD VINCENT POWER
JAMES J. GARA
FRANK KOLLMANSPERGER
J.T. LAWLESS, III
EXECUTIVE DIRECTOR
MORTON E. HECHT



August 6, 1985

To whom it may concern:

Mrs. Giannoutsos earned \$7,231.20 for the period
February 1984 through June 30, 1984.


K. S. Rutherford
Controller

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF NORFOLK

ANASTASIA M. GIANNOUTSOS,	:	1 2 JUN 1987
Plaintiff,	:	
v.	:	AT LAW
SCHOOL BOARD OF THE CITY OF	:	NO. L85-171
NORFOLK, et al	:	
Defendants.	:	

ORDER

This cause came on to be heard on March 31, 1987 upon the Amended Special Pleas filed by the defendants, and upon evidence taken ore tenus, and was argued by counsel.

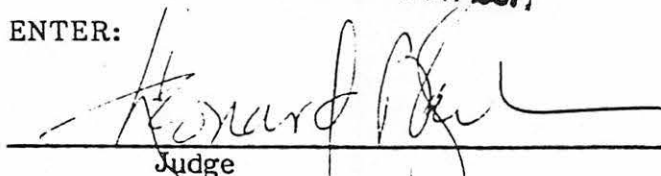
UPON CONSIDERATION WHEREOF, and it appearing to the Court that the entire case and all issues desired to be raised should be heard and adjudicated at one time,

It is ORDERED that the defendants file all remaining pleadings, they desire to file, both preliminary and responsive, on or before April 8, 1987, and

It is further ORDERED that counsel for the parties schedule this case for trial, without a jury, ~~on [REDACTED]~~, at which time all issues of law and fact, if any, will be heard and adjudicated.

1 1 2 JUN 1987

ENTER:



Judge

Leonard B. Sachs, Judge

Seen:



D.L.K.

600

Seen and Objected to on the grounds
that the Court's ruling deprives
defendants of adjudications of its
special pleas which might make a trial
on the merits unnecessary.

Harold P. Jensen p.d.

AM

V I R G I N I A

IN THE CIRCUIT COURT OF THE CITY OF NORFOLK

ANASTASIA GIANNOUTSOS, :

Plaintiff, :

vs. :

THE SCHOOL BOARD OF THE CITY :

OF NORFOLK, VIRGINIA, and :

GENE R. CARTER, in his :

official capacity as :

superintendent of schools :

for the City of :

Norfolk, Virginia, :

Defendants. :

COPY

L85-171

DATE: November 19, 1987

BEFORE: The Honorable Leonard B. Sachs

APPEARANCES:

DAVID L. WILLIAMS, ESQUIRE
1115 Eden Way North
Chesapeake, Virginia
Attorney for the Plaintiff.

I N D E X

WITNESSES:

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JOHN MEDAS	19-55
ANASTASIA GIANNOUTSOS	55-92
LOIS A. LAGANA	101-107
LESLIE S. COBBS	107-116
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Defendants' 7	151

1 ~~JOHN MEDAS,~~

2 ~~a witness, having been first~~

3 ~~duly sworn, was examined and~~

4 ~~testified as follows:~~

5
6 DIRECT EXAMINATION

7
8 BY MR. WILLIAMS:

9 Q. Mr. Medas, will you tell His
10 Honor your name, please.

11 A. John Medas.

12 Q. And do you work, Mr. Medas?

13 A. Yes, Executive Director for the
14 Education Association of Norfolk which is
15 affiliated with the Virginia Education
16 Association, my employer.

17 Q. What is the Virginia Education
18 Association?

19 A. An organization of teachers and
20 support personnel and other educators,
21 approximately 43,000 members across the State
22 of Virginia. We represent those members and
23 advocate for their interests.

24 Q. All right, sir. How long have
25 you -- well, when you say you advocate for

1 their interests, what do you mean by that?

2 A. We engage in lobbying the
3 legislature, local governments for improved
4 salaries, working conditions and so forth and
5 for legislative changes to improve the rights
6 of employees, things of that nature.

7 Q. All right, sir. Do you ever have
8 occasion to involve yourself with a specific,
9 individual teacher and difficult circumstances
10 he or she might be experiencing with the
11 employer?

12 A. Yes, that's another part of the
13 job that comes on a regular basis.

14 Q. Is that something you do
15 frequently?

16 A. Yes.

17 Q. In connection with your job, are
18 you required to monitor the regulations and
19 rules applicable to teachers?

20 A. Yes.

21 Q. And their salary as well?

22 A. Yes.

23 Q. And do you happen to have today
24 the salary or a figure with respect to the
25 salary that Mrs. Giannoutsos would have been

1 paid had she taught in the Norfolk City Schools
2 during 1983-1984?

3 A. Yes, I have that.

4 Q. What are those figures, please.

5 A. Okay. The salary would have been
6 twenty-four thousand eight hundred for the '83-'84
7 school year.

8 THE COURT: Say that again.

9 THE WITNESS: Twenty-four
10 thousand eight hundred. The retirement, which
11 is calculated at eleven-and-a-half percent of
12 salary, would have come to \$2,762.20.

13 THE COURT: That number again.

14 THE WITNESS: Twenty-seven
15 sixty-two-point-two-o.

16 THE COURT: That's a
17 contribution?

18 THE WITNESS: That's what the
19 employer at that time paid to the retirement
20 system for the employee.

21 THE COURT: Contribution to the
22 retirement?

23 THE WITNESS: Yes, sir. Then the
24 life insurance, which was paid by the employer
25 fully at one percent of salary, that would have

1 been \$248. And then the amount contributed in
2 1983-'84 towards medical insurance per employee
3 was \$805.60 which, I believe, totals to
4 \$28,615.80.

5
6 BY MR. WILLIAMS:

7 Q. All right. Is that specifically
8 what Mrs. Giannoutsos would have made had she
9 taught in the Norfolk city schools?

10 A. That would have been her salary
11 and fringe benefits.

12 Q. And is she entitled to
13 retirement and life insurance and medical
14 insurance in connection with her employment?

15 A. Yes.

16 Q. All right, sir. Now, how long
17 have you known Mrs. Giannoutsos, Mr. Medas?

18 A. Since she first came to the
19 association sometime in the '82-'83 school year.
20 My associate then, Miss Parks, actually was
21 assisting her at first, but I did meet her
22 later on. I became the representative.

23 Q. Do you remember when she first --
24 she being Mrs. Giannoutsos, first contacted
25 your organization?

1 A. Mrs. Parks noted February 22,
2 1983.

3 Q. Were you present at that meeting?

4 A. I don't think so at that first
5 meeting.

6 Q. When, if you recall, did you
7 first speak with Mrs. Giannoutsos?

8 A. I can't name a date. It was
9 sometime in the ensuing days or a month or so
10 as Miss Parks introduced me to her and we made
11 some -- we exchanged viewpoints as colleagues
12 do about a matter.

13 Q. Okay. And what was the subject
14 matter that Mrs. Giannoutsos sought to speak to
15 you about?

16 A. At that point in time she was
17 having difficulty with her principal, feeling
18 that she was being unfairly criticized for her
19 job performance.

20 Q. All right, sir. And would it be
21 fair to say it was sometime in late February or
22 early March of 1983 that you had these
23 conversations with Mrs. Giannoutsos?

24 A. Yes, but at that point in time I
25 was not the primary representative of Mrs.

1 Giannoutsos.

2 MR. JUREN: What was the date,
3 the month?

4
5 BY MR. WILLIAMS:

6 Q. Late February, early March or so
7 of 1983?

8 A. Somewhere in that time frame.

9 Q. Now, did the subject of the
10 renewal of Mrs. Giannoutsos' contract to teach
11 in the Norfolk city schools for the next
12 ensuing year, the '83-'84 academic year, ever
13 come up?

14 A. Yes. We advised Mrs. Giannoutsos,
15 Miss Parks and myself, that the proper date for
16 being notified by the superintendent in writing
17 was April 15th of the work year, and that if
18 she did not receive notice by that date then
19 she was entitled to a contract for the ensuing
20 school year.

21 Q. And that advice was given to her
22 based on your understanding of the law?

23 A. Yes.

24 Q. Okay. Now, did you continue to
25 meet with Mrs. Giannoutsos from time to time?

1 A. Miss Parks did primarily, yes.

2 Q. Did it ever come to your
3 attention whether Mrs. Giannoutsos had been
4 given a written notice by the superintendent by
5 April 15th of 1983?

6 A. As I recall, Miss Parks
7 conferred by phone or something of that nature
8 with Mrs. Giannoutsos around April 15 or 16th
9 to determine if that had happened and confirmed
10 that it had not happened.

11 Q. Was it your understanding, then,
12 that she was entitled to a contract for the
13 next ensuing year?

14 A. That's right.

15 Q. That's what the statute says?

16 A. Yes.

17 MR. WILLIAMS: Judge, I ask you
18 to notice the statute at 22.1-304.

19 THE COURT: Whatever it says, it
20 says.

21
22 BY MR. WILLIAMS:

23 Q. Now, did you ever have occasion
24 to discuss directly with Mrs. Giannoutsos
25 whether she had been given a notice of

1 non-renewal?

2 A. Yes. In June, early June, by
3 that time Miss Parks had left for maternity
4 leave and I assumed primary assistance for Mrs.
5 Giannoutsos and she informed us, informed me,
6 that she had not received a contract on the day
7 when the contracts were being distributed in
8 the school system.

9 Q. Do you remember when that was?

10 A. June 12th. I think I have it in
11 my notes. I saw it earlier out in the hallway.
12 It is June 12th.

13 Q. All right, sir. Was that early
14 or late or about the time that the contracts
15 are ordinarily issued?

16 A. That's normal. Contracts usually
17 do not go out until after the City Council has
18 adopted the budget and then the exact amount of
19 salaries is typed into the contracts. They are
20 processed and sent to the schools to be given
21 to the teachers -- those teachers who get a
22 contract. Most teachers who are continuing
23 contract only get a salary notice, but those on
24 annual contract actually get a physical
25 contract to sign for the ensuing year.

1 Q. All right, sir. What did you do
2 when you learned Mrs. Giannoutsos had not been
3 given a contract? What did you do?

4 A. Well, we advised that she do
5 several things to try and remedy the problem at
6 the lowest level possible. First would be to
7 contact the Personnel office to see if there
8 had been an error made, if there was some
9 clerical problem. Also to make a request that
10 she be issued a contract. That did not work.
11 In fact, she was told she would not be issued a
12 contract and thereupon we took the step to set
13 up a meeting with the Director of Personnel to
14 try and see if a contract could be, indeed,
15 issued.

16 Q. Okay. Were you successful in
17 setting up such a meeting?

18 A. We did ultimately. Mrs.
19 Giannoutsos was in a hospital for a period of
20 time and I was on vacation but finally on July
21 20th that meeting was held.

22 Q. Do you remember how long Mrs.
23 Giannoutsos was in the hospital, by any chance?

24 A. I don't remember the exact
25 period of time.

1 Q. Was that before or after school
2 had terminated?

3 A. After the school year was over,
4 right.

5 Q. How long after Mrs. Giannoutsos
6 was released from the hospital, if you can
7 recall, was it before you met with Dr. Jones?

8 A. I don't recall that particular
9 time frame. I do know that I was on vacation
10 also for several weeks during that period of
11 time.

12 Q. All right, sir. Now, what was
13 your purpose in arranging this meeting with Dr.
14 Jones?

15 A. Primarily to see if the
16 situation could be resolved without any kind of
17 formal action being taken. We were trying to
18 persuade Dr. Jones that Mrs. Giannoutsos should
19 have been issued a contract, that the
20 evaluation itself was not fair, and that there
21 should be a position for her in the coming year
22 that was, I guess, the substance of the meeting.

23 Q. All right, sir. Well, was it a
24 simple request or an insistence based on the
25 legal obligation of the City or both?

1 A. Well, since I was dealing with
2 the Director of Personnel, someone who is
3 really not in a position legally to respond on
4 that basis, the meeting was not dealing with
5 the legal aspects of the situation. That did
6 come up, as I recall, in an offhand remark
7 towards the end of the meeting between Dr.
8 Jones and myself. But that was not the
9 substance of the meeting. We were dealing with
10 the actual problem of her job performance and
11 whether she should be getting a job next year.

12 Q. All right, sir. Now, forgive me,
13 but the date slipped out of my head. Was it
14 July 20th?

15 A. Yes. July 20th.

16 THE COURT: That was the meeting
17 date, July 20th?

18 MR. WILLIAMS: The meeting date
19 was July 20th.

20
21 BY MR. WILLIAMS:

22 Q. All right. Well, did Dr. Jones
23 indicate that he would respond to your request?

24 A. Yes, in the sense that he would
25 see whether Mrs. Mills would be ameanable to a

1 change in mind as far as recommending her for
2 non-renewal of her contract.

3 Q. Did the subject of an alternate
4 placement ever come up?

5 A. Yes, the question of whether she
6 could be placed back at Roberts Park or at some
7 other location.

8 Q. Did you leave the meeting with
9 any kind of understanding about what would
10 happen?

11 A. The understanding left with was
12 that he would make the effort to contact Mrs.
13 Mills and then would get back to us shortly to
14 let us know whether there was any chance for a
15 contract.

16 Q. All right, sir. Do you know
17 whether he ever got back with you, as you put
18 it?

19 A. He did.

20 Q. What was the response that you
21 received?

22 A. That Mrs. Mills would not change
23 her mind or her recommendation and given that
24 he didn't see any chance for a contract to be
25 issued.

1 Q. And did you persist in your
2 insistence on Mrs. Giannoutsos' entitlement for
3 a contract for the next ensuing year?

4 A. Again, Dr. Jones is not the
5 person I would normally do that with, but to
6 the extent I probably said something, Dave, we
7 are going to have to fight over this or go to
8 battle over this, something like that.

9 Q. Now, did Dr. Jones respond to
10 you or to Mrs. Giannoutsos or both?

11 A. Perhaps both. I am not really
12 sure on that point. I remember having a
13 conversation with him, but whether he also
14 spoke with Mrs. Giannoutsos -- I believe he did,
15 but I am not sure.

16 Q. Now, were any notices of
17 non-renewal issued by the City that year?

18 A. None. Oh, wait a minute, you
19 mean to anyone?

20 Q. Yes.

21 A. I am sure there were. I just
22 don't recall that particular point, you know,
23 from one year to the next. I couldn't tell you
24 which ones were issued, but there are normally
25 anywhere from five to fifteen a year issued,

1 usually in the month of February and March.

2 Q. But that wasn't done in Mrs.
3 Giannoutsos' case?

4 A. That's correct.

5 Q. Matter of fact, she never got a
6 notice?

7 A. That's correct.

8 Q. And she never got a job?

9 A. That's correct.

10 Q. Now, did you assist Mrs.
11 Giannoutsos with her efforts to find alternate
12 employment?

13 A. I didn't assist her. I did
14 advise her she should try and seek alternate
15 employment. I told her if this ever should end
16 up in court they are going to ask you whether
17 you made an attempt to secure employment
18 elsewhere and that it was very important she do
19 that and she did put applications elsewhere.

20 Q. You are aware she made
21 applications elsewhere?

22 A. She told me she did.

23 ~~MR. WILLIAMS: If Your Honor,~~
24 ~~please, I think those are all the questions~~
25 ~~that I have of Mr. Medas at this time.~~

CROSS-EXAMINATION

BY MR. JUREN:

Q. Mr. Medas, you were subpoenaed to bring with you all of the notes of that meeting on July 20th, 1983?

A. Yes.

Q. And have you brought them with you?

A. Yes.

Q. What was the date that Dr. Jones called back to tell you that the school administration would not issue Mrs. Giannoutsos a contract?

A. Okay. That you didn't ask me for. I think I have got that somewhere in here. My memory says it was a week or ten days later, which would put it around the first of August. I apologize for not having that particular notation handy. Let's see if I can produce that.

Yes, I do have that, August the first my notes say that I called her and she said Jones called last week to say that she wanted -- that she would not be given the

1 contract. That's the way it turns out. She is
2 applying to Norfolk Academy, Virginia Beach,
3 Chesapeake and Portsmouth.

4 Q. All right. So your notes reflect
5 that she called you on August the first?

6 A. I called her.

7 Q. You called her?

8 A. And that she said that Jones had
9 called her the previous week.

10 Q. All right. Now, at that time was
11 there any discussion between you and Mrs.
12 Giannoutsos about filing a suit?

13 MR. WILLIAMS: I object. That's
14 irrelevant.

15 MR. JUREN: Well, Mr. Medas has
16 already been asked about this and he has
17 already answered Mr. Williams' questions about
18 the advice that Mr. Medas gave her about it if
19 it winds up in litigation and Mr. Medas telling
20 Dr. Jones on her behalf that I am going to have
21 to fight you on this. I think that's --

22 THE COURT: Well, what I heard
23 was that Mr. Medas just volunteered that he may
24 have said this to Dr. Jones because he wasn't
25 the man he would ordinarily discuss legal

1 issues with. So he didn't say he did it. He
2 did say he might have said something like, Dave,
3 I am going to have to fight you about this. I
4 will sustain the objection.

5
6 BY MR. JUREN:

7 Q. All right. What conversation did
8 you have with Mrs. Giannoutsos about remedies
9 that she might have other than seeking
10 employment at other schools?

11 MR. WILLIAMS: Judge, I object.
12 That's not relevant.

13 MR. JUREN: It's directly
14 relevant to waiver and estoppel, Your Honor. We
15 are talking about the plaintiff's knowledge
16 here and what she did based on that knowledge
17 or didn't do.

18 MR. WILLIAMS: Maybe if Mr.
19 Juren could outline.

20 THE COURT: No, say that again
21 for me, please.

22 MR. JUREN: The extent of Mrs.
23 Giannoutsos' knowledge of her rights and what
24 she could or could not do is directly relevant
25 to the issues of waiver and estoppel. What she

1 did in terms of what she knew she could do,
2 voluntary or involuntary relinquishment of a
3 known right.

4 THE COURT: I will overrule the
5 objection. Answer the question.

6
7 BY MR. JUREN:

8 Q. What discussion did you have
9 with her about pursuing litigation?

10 A. What we told Mrs. Giannoutsos or
11 I told her?

12 MR. WILLIAMS: That's not the
13 question he asked. The question he asked was
14 did you discuss with Mrs. Giannoutsos what
15 other remedies might be available to her. You
16 sustained the objection and --

17 MR. JUREN: I withdraw that
18 question and will rephrase it.

19
20 BY MR. JUREN:

21 Q. All right, Mr. Medas, what did
22 you tell her about other remedies she might
23 have other than seeking alternate employment
24 with another school?

25 A. I told her that I did not think

1 that the school system had acted legally and
2 that we would refer the matter to the attorneys
3 of the VEA to see what action would be
4 appropriate.

5 Q. And didn't you tell her that you
6 thought she had a good case?

7 A. In the sense that I thought the
8 school system was wrong, yes.

9 MR. JUREN: I have nothing
10 further, Your Honor.

11
12 REDIRECT EXAMINATION

13
14 BY MR. WILLIAMS:

15 Q. Mr. Medas, you still think that
16 today, don't you?

17 A. Absolutely.

18 Q. Because they have to give the
19 contract, they, the City --

20 MR. JUREN: Well, Your Honor --

21 MR. WILLIAMS: He opened the
22 door.

23 MR. JUREN: I think Mr. Williams
24 can argue the law at the proper time. I don't
25 think he has to argue it in framing questions

1 MR. JUREN: I object to this.

2 We are getting into hearsay that really wasn't
3 even called for by that question.

4 THE COURT: Overruled.

5 THE WITNESS: What I am trying to
6 say, I have been involved with this particular
7 piece of legislation since its inception and it
8 was the intent from the very beginning that a
9 modest form of due process be provided even to
10 probationary teachers before they are dismissed.

11 It falls way short of what's
12 provided to a teacher on contract in a
13 full-blown hearing, but the procedure of the
14 law does provide for an opportunity to have the
15 matter heard in front of the superintendent or
16 his designee with a representative present and
17 we have been -- I say we, the Virginia
18 Education Association has been very observant
19 over the years that this matter of law be
20 followed because we were very concerned that it
21 be passed to begin with to provide this
22 protection.

23
24 BY MR. WILLIAMS:

25 Q. Now, specifically with respect

1 to Mrs. Giannoutsos, when did you learn, if you
2 can recall, that she was not given any written
3 notice?

4 A. June 12th.

5 THE COURT: Roughly one week
6 after the meeting with Dr. Jones. Is that
7 correct?

8 THE WITNESS: The first time was
9 June 12th and contracts came out and then about
10 one week later I learned they definitely would
11 not issue a contract.

12 MR. WILLIAMS: All right. Thank
13 you.

14 THE COURT: Mr. Medas, how many
15 grievances do you estimate you have been
16 involved in for probationary teachers on
17 non-renewal?

18 THE WITNESS: About two or three
19 a year since I began this job in 1979.

20 THE COURT: All right.

21
22 RECROSS-EXAMINATION

23
24 BY MR. JUREN:

25 Q. Mr. Medas, does the EAN put out

1 a newsletter for its members?

2 A. Yes.

3 Q. And to what --

4 MR. WILLIAMS: I object. Is
5 that relevant? I suggest it's not.

6 THE COURT: Overruled.

7

8 BY MR. JUREN:

9 Q. To what extent do you
10 participate in the preparation or editing of
11 that newsletter?

12 A. I am the primary author and
13 editor and layout person and everything else.

14 Q. And would it be fair to say that
15 the contents of those newsletters represent
16 your views?

17 A. Obviously my slant and my bias
18 gets into those newsletters, that's correct.

19 Q. Let me show you --

20 THE COURT: All right, we're
21 getting pretty far afield.

22 MR. JUREN: No, I think this is
23 directly relevant, Your Honor.

24 MR. WILLIAMS: Judge, I object
25 to this. This is an expression of opinion about

1 upcoming litigation.

2 THE COURT: Let me take a look
3 at it.

4 MR. JUREN: Well, we have
5 already gone way, way into this by Mr. Medas's
6 views and it's very late at this standpoint to
7 say we cut off this area of examination now.

8 THE COURT: For the record, as I
9 understood it, Mr. Williams on direct only
10 asked this gentleman what he did and the
11 meetings with whom, when and what he learned,
12 and on cross-examination you asked him certain
13 things which led to opening this thing and I am
14 not going to permit it to go on indefinitely.
15 Just a moment.

16 MR. JUREN: The top of the
17 second page, Your Honor.

18 THE COURT: This is offered as
19 an exhibit or a paper which I assume will be
20 offered as an exhibit by the City called the
21 EAN Update, dated December 13, 1983. On the
22 second page, Members' Rights, Cases Soon To
23 Become Public Issues.

24 All right, am I correct, Mr.
25 Juren, this is a newsletter for the association

1 and this is a December 13th newsletter which
2 simply says that --

3 MR. JUREN: Well, I haven't
4 even had a chance to have Mr. Medas identify it
5 yet.

6 THE COURT: I know, but I am
7 looking at it now. It says what it is, but it
8 says, the language which you have highlighted
9 in yellow highlight under that caption, which I
10 just read into the record about members' rights,
11 it says: One case, the Virginia Education
12 Association will support a suit in Circuit
13 Court for the failure to properly notify a
14 probationary teacher by April 15th before
15 non-renewing her contract. In what is to become
16 a major test case for Virginia teachers of the
17 April 15th notice law, the EAN attorneys will
18 seek restoration of back pay, plus the issuance
19 of a continuing contract.

20 And then drop down another
21 paragraph, skip a paragraph, the paragraph
22 which is skipped and highlighted gives a fact
23 situation which seems to be our case. And then
24 the next paragraph which is highlighted says:
25 The practice of issuing letters of non-renewal

1 at the time a contract is signed has been going
2 on in Norfolk for some years and is found in
3 several other Virginia localities. Attorneys
4 for the EAN and VEA see this as a major
5 members' rights test case.

6 And you want to offer that for
7 what reason first?

8 MR. JUREN: First, I wanted to
9 let Mr. Medas identify it. I haven't offered
10 it for anything yet.

11 THE COURT: All right, ask him
12 to identify it.

13
14 BY MR. JUREN:

15 Q. Mr. Medas, can you identify this
16 EAN Update dated December 13, 1983?

17 A. Yes. That is our publication.

18 Q. All right. And were you the
19 author of the article on the second page titled,
20 Members' Rights, Cases Soon To Become Public
21 Issues?

22 A. Yes.

23 Q. All right.

24 MR. WILLIAMS: To the extent the
25 item is now offered into evidence --

1 MR. JUREN: I haven't offered
2 it yet.

3 MR. WILLIAMS: But to the extent
4 he is going to make inquiry about it --

5 THE COURT: He hasn't even
6 offered it for identification.

7 MR. JUREN: Mr. Medas, look at
8 the --

9 MR. WILLIAMS: Well, see, he is
10 going to have him testify about the contents of
11 it. If he wants to do that, he can offer it
12 into evidence and then I can object.

13 THE COURT: Sustained. You asked
14 him to identify the document.

15 MR. JUREN: I don't know the
16 rule is I have to offer a document into
17 evidence in order to examine a witness on it.

18 THE COURT: Are you going to ask
19 him anything about that paragraph?

20 MR. JUREN: Yes.

21 THE COURT: What is the relevance
22 of that? That's the bottom line. It's after
23 the fact in this case. It's six months after
24 the fact.

25 MR. JUREN: One of the areas of

1 waiver and estoppel is the time lapse between
2 the time of knowledge, of full knowledge and of
3 actionability or liability and the time the
4 suit was brought and that is certainly in issue
5 and this certainly relates to that.

6 THE COURT: How long do you feel
7 that the plaintiff had to bring her action?

8 MR. JUREN: Well, Your Honor, I
9 am somewhat reluctant to discuss this in the
10 presence of the witness.

11 THE COURT: Well, I am asking
12 you a question, Mr. Juren. How many days,
13 months or years do you feel was the appropriate
14 statute of limitation controlling this case?

15 MR. JUREN: One year, Your Honor.

16 THE COURT: One year. Why do you
17 think it's one year? What is the statute on
18 which you rely?

19 MR. JUREN: It's in the trial
20 brief, Your Honor. It's the section in the
21 trial brief relating to this issue.

22 THE COURT: Just tell me what it
23 is.

24 MR. JUREN: It's the statute
25 relating to actions for which no specific

1 statute of limitations --

2 THE COURT: You don't feel this
3 is a contract?

4 MR. JUREN: No, I do not.

5 THE COURT: You don't feel it's
6 a property right, you feel it's a **personal**
7 right?

8 MR. JUREN: It is in the trial
9 brief.

10 THE COURT: You don't feel this
11 is a property right, you feel it's a personal
12 action?

13 MR. JUREN: I don't believe it's
14 sound in contract.

15 THE COURT: You do not?

16 MR. JUREN: I do not.

17 THE COURT: All right. Well, I
18 am going to sustain the objection and let you
19 make an offer of proof for the record.

20 MR. JUREN: All right. Well, in
21 that event, I will introduce the EAN Update as
22 an offer of proof. I suppose it would be
23 Defendants' Exhibit No. 1.

24 THE COURT: I will mark it
25 Defense Exhibit No. 1, refused. And that

1 document is the December 13th, 1983 EAN Update
2 about which the witness has just been asked a
3 question or two.
4

5 BY MR. JUREN:

6 Q. Mr. Medas, if you will, look at
7 the paragraph in that article, the fourth
8 paragraph down where it says: The practice of
9 issuing letters of non-renewal at the time a
10 contract is signed has been going on in Norfolk
11 for some years.

12 Did Mrs. Giannoutsos show you
13 the letter that she had received at the time or
14 prior to the time that she received a contract?

15 A. Yes.

16 MR. WILLIAMS: To the extent
17 this is part of his proffer for the record --

18 MR. JUREN: This is all part of
19 the proffer. The Court has ruled none of this
20 was admissible.

21 MR. WILLIAMS: That's fine.

22 THE COURT: So the record will
23 be clear and so you will understand, I will
24 assume you have a continuing objection which is
25 really unnecessary since I have already

1 sustained it, but it is that this document and
2 all questioning concerning it are irrelevant as
3 to this question and this case and this is an
4 offer of proof for the record.

5 All right, go ahead.

6
7 BY MR. JUREN:

8 Q. Mr. Medas, I believe you said
9 you did see the letter that Mrs. Giannoutsos
10 received?

11 A. Yes.

12 THE COURT: Let me just put this
13 on the record so that I don't lose track of my
14 reasoning as we go along. If, as the defendant
15 says, it's a one-year statute of limitation,
16 then it doesn't matter whether it's waiver or
17 estoppel or not. Those are equitable
18 principles, I think. And if she filed
19 a-year-and-a-half, I think, after the
20 non-renewal -- when did she file?

21 MR. JUREN: She filed in January,
22 at the end of January of 1985, Your Honor.

23 THE COURT: That would have been
24 about a-year-and-a-half after.

25 MR. JUREN: A-year-and-a-half

1 after the date on which she was turned down for
2 contract.

3 THE COURT: So if it is a cause
4 of action for which no other statute of
5 limitations is indicated and a one-year statute
6 of limitations then it would just be flat time
7 barred and waiver and estoppel would not be an
8 issue.

9 MR. JUREN: But I have no way of
10 knowing how Your Honor may rule and waiver and
11 estoppel are alternate issues in this case.

12 THE COURT: All right. Thank you.

13
14 BY MR. JUREN:

15 Q. I am going to show you -- I
16 don't think there is any dispute about this,
17 but I am going to show you, Mr. Medas, a copy
18 of a letter dated August 24, 1982 to Mrs.
19 Anastasia Giannoutsos from David E. Jones and
20 ask you if that is the letter that she showed
21 you?

22 A. Yes.

23 MR. JUREN: All right. Your Honor,
24 it may already be in the record, but I would
25 like to have this introduced as defense exhibit

1 whatever the number is.

2 THE COURT: This is a copy. Any
3 objection?

4 MR. WILLIAMS: I have no
5 objection. Well -- no, I have no objection.

6 THE COURT: All right. This is a
7 copy of a letter sent by Dr. Jones to Mrs.
8 Giannoutsos dated August 24, 1982, which was
9 the period preceding the commencement of her
10 probationary period with the School Board, not
11 after, but before --

12 MR. JUREN: Sorry. This was
13 before the date of the contract.

14 THE COURT: Yes. That's what I
15 am saying, so this is correspondence before the
16 contract, not post-contract. I am just stating --

17 MR. JUREN: I am offering this
18 outside the proffer.

19 THE COURT: All right.

20 MR. WILLIAMS: Well, then, in
21 that event, Judge --

22 MR. JUREN: Just the exhibit,
23 not any interrogation about the exhibit. The
24 letter is already attached and it's already in
25 the record.

1 THE COURT: Any objection will
2 be overruled. This is a fact in evidence.

3 MR. JUREN: And any examination
4 about this, I understand, is within the proffer.

5 THE COURT: This is beyond the
6 direct examination so I don't know where it's
7 going, but I will permit it in because it is a
8 fact.

9
10 BY MR. JUREN:

11 Q. Mr. Medas, was that the letter
12 that you referred to or one of the letters you
13 referred to in your article in the EAN Update?

14 A. Yes.

15 Q. All right. Why did you consider
16 it to be a letter of non-renewal?

17 THE COURT: Now, this is still --

18 MR. JUREN: Still within the
19 proffer.

20 THE COURT: This is still within
21 the proffer and not in evidence. All right, go
22 ahead.

23 THE WITNESS: I did not consider
24 it to be a letter of non-renewal.

1 BY MR. JUREN:

2 Q. Well, then, why did you refer to
3 it as a letter of non-renewal at the time a
4 contract is signed?

5 A. Let me say that the word valid
6 probably should have preceded that. I did not
7 consider that to be a valid letter of
8 non-renewal.

9 MR. JUREN: All right. I have
10 nothing further of Mr. Medas.

11 THE COURT: All right.

12 MR. WILLIAMS: I don't have any
13 other questions.

14 THE COURT: No redirect?

15 All right, thank you, Mr. Medas.
16 Is he free to go?

17 MR. WILLIAMS: I think I would
18 like to keep him here.

19 THE COURT: If you will retire
20 to the hall and you cannot discuss your
21 testimony with anyone or permit them to discuss
22 theirs with you.

23

24

FURTHER EXAMINATION

25

1 BY MR. WILLIAMS:

2 Q. One thing did occur to me, Mr.
3 Medas. The one-year-only contract letter had
4 been in use for some years before Mrs.
5 Giannoutsos came to you, had it not?

6 A. We found that out when Mrs.
7 Giannoutsos came to us that was the first time
8 we had seen this particular device used. Then
9 we began digging and found out that it had been
10 used for several years. We did not know about
11 it until she -- that was the first time I had
12 seen that -- when she brought it up.

13 Q. Okay. And you advised Mrs.
14 Giannoutsos that nevertheless she was entitled
15 to a contract for the ensuing year because she
16 hadn't been given notice, correct?

17 A. That's correct.

18 MR. WILLIAMS: That's all I have
19 for Mr. Medas.

20 MR. JUREN: I have nothing
21 further of Mr. Medas at this time, Your Honor.

22 MR. WILLIAMS: You can come down.

23 THE COURT: Who will you have
24 next?

25 MR. WILLIAMS: I call Mrs.

1 ~~Giannoutsos.~~

4 ~~ANASTASIA GIANNOUTSOS,~~

5 ~~the plaintiff, having been first~~

6 ~~adversely sworn, was examined and~~

7 ~~testified as follows:~~

9 DIRECT EXAMINATION

11 BY MR. WILLIAMS:

12 Q. Mrs. Giannoutsos, would you tell
13 His Honor your name, please.

14 A. My what, sir?

15 Q. Your name.

16 A. Anastasia Giannoutsos.

17 Q. And, Mrs. Giannoutsos, how old
18 are you?

19 A. Sixty-eight.

20 Q. All right. And are you working
21 presently?

22 A. I am helping my son in the
23 pharmacy but it's not a job. I am not being
24 paid for it.

25 Q. When did you last work?

1 A. At James Barry Robinson. The
2 years I worked were from '84-'85 -- '85-'86. I
3 have been out two years from James Barry
4 Robinson.

5 Q. What did you do at James Barry
6 Robinson?

7 A. Sir, I was a teacher.

8 Q. Any particular subjects?

9 A. James Barry Robinson is sort of
10 an instution-type of a situation and you teach
11 all subjects and all grades depending on where
12 the child is and it's individualized, each
13 person.

14 Q. Now, Mrs. Giannoutsos, how long
15 did you teach before you finally retired?

16 A. All in all 20 years, including
17 summer schools.

18 Q. Now, where did you first teach,
19 Mr. Giannoutsos?

20 A. In Norfolk city schools at John
21 Marshall.

22 Q. Do you remember when you started
23 teaching there?

24 A. June of 1965.

25 Q. And how long did you teach?

1 A. From June of 1965 to June of
2 1973.

3 Q. Okay.

4 A. And then I went to New York.

5 Q. Why did you go to New York?

6 A. Because my husband went into
7 business in New York and I followed my husband
8 and I applied for a teaching position and I got
9 it.

10 Q. In New York?

11 A. In New York, yes, sir.

12 Q. What years did you teach while
13 you were in New York?

14 A. In New York I taught from the
15 summer, June of '73 through June of '78,
16 including every summer at a parochial school,
17 and then I went into the New York City school
18 system because up until that time exams were
19 not given to go into the New York City school
20 systems. You have to have a New York City
21 license to teach in the schools. And when the
22 licenses began becoming available, in other
23 words, exams were given, I took the exam and I
24 passed the exam and I was given a job in the
25 New York City schools.

1 Q. How long did you teach in the
2 New York City school system?

3 A. From September of '78, I am
4 sorry if I said '76, it was '78, September of '78
5 through June of '82.

6 Q. All right. Now, why did you not
7 continue to teach in the New York City school
8 system?

9 A. Because in April of '82 my
10 husband passed away in Norfolk. We were on
11 vacation at my daughter's house and my son in
12 the meantime had become a pharmacist and had
13 passed the Virginia pharmacy exams and they
14 were moving to Norfolk. My children did not
15 want me to stay in New York and I had to change.
16 I had to come to Norfolk.

17 Q. Did you look for a job down here
18 in Norfolk?

19 A. Yes, sir, I did.

20 Q. And?

21 A. I applied at Norfolk city
22 schools and I got the job immediately.

23 Can I have some water? I am
24 getting a headache.

25 MR. WILLIAMS: Judge, Mrs.

1 Giannoutsos would like some water, if possible.

2
3 BY MR. WILLIAMS:

4 Q. Mrs. Giannoutsos, were you
5 certified to teach in the Commonwealth of
6 Virginia at the time?

7 A. Yes, sir.

8 Q. Given your employment in 1982?

9 A. Yes, sir. My certification was
10 an update. I applied for a master's in '73 from
11 Old Dominion University, concentration special
12 reading, and master's from St. John's
13 University in New York in '77, Greek bilingual
14 with special education courses on it.

15 Q. You also had a bachelor's degree,
16 Mrs. Giannoutsos?

17 A. Yes, sir.

18 Q. And what was your major?

19 A. Elementary education.

20 THE COURT: What is the master's
21 at ODU?

22 THE WITNESS: It was in education,
23 concentration special reading.

24 THE COURT: And New York -- was
25 it St. John's in 1978?

1 THE WITNESS: '77, sir. And it
2 was in Greek bilingual.

3
4 BY MR. WILLIAMS:

5 Q. Now, Mrs. Giannoutsos, when you
6 first taught in the Norfolk city school system,
7 did you acquire tenure?

8 A. Yes, sir.

9 Q. And when you returned you
10 understood that you were not tenure to the
11 Norfolk city school system, you understood that
12 you were no longer a tenure teacher?

13 A. Yes, sir, I understood that. But
14 also there came a time when after I got the job
15 that they were deciding to concentrate the
16 third grades and it was a toss-up between
17 another teacher and myself and the other
18 teacher had taught one year before me here the
19 second time I came back and it was decided that
20 I would be the one to stay because of the past,
21 because of the years that I had from '73
22 through -- I mean, from '65 through '73. But
23 then they decided to keep the classes as they
24 were and neither one of us were moved.

25 ~~MR. WILLIAMS: All right, Mrs.~~

~~be received and marked accordingly~~

BY MR. WILLIAMS:

Q. Did you enter into a written contract with the City to teach in the '82-'83 school year?

A. Yes.

Q. Was the school year -- first of all, where were you assigned to teach?

A. Roberts Park.

Q. And what subjects or grades were you assigned?

A. Sixth grade.

Q. All subjects to the sixth grade?

A. All subjects.

Q. And did you undertake to discharge your obligation of the contract by teaching at Roberts Park?

A. Yes, sir.

Q. And who was the principal at Roberts Park?

A. Mrs. Mills.

Q. Now, did there develop a problem between you and Mrs. Mills sometime after the first of the year?

1 A. Yes.

2 Q. All right. Before you relate to
3 us the specifics of that, were you evaluated
4 from time to time?

5 A. Yes, I was.

6 Q. And who did your evaluations?

7 A. Mrs. Mills.

8 Q. All right. Now, how many times
9 were you evaluated throughout the year?

10 A. Truthfully, I don't really
11 remember. I approached Mrs. Mills because I was
12 accustomed from the New York City schools that
13 principals and teachers worked together for the
14 betterment of the child.

15 Q. All right.

16 A. And I approached her and then
17 she called me in also. I think it was something
18 like I got one -- I remember one written
19 evaluation and then there were some verbal
20 evaluations, one or two, maybe one, I don't
21 remember exactly, and then the last evaluation
22 that I got, the one that I talked about.

23 Q. All right. Did you get the --

24 A. The one I objected to.

25 Q. All right. Did you get the first

of these evaluations before or after Christmas?

A. I got one before.

Q. Was that a favorable or unfavorable or neutral evaluation?

A. It was a rather favorable, neutral evaluation. And, like I said before, to me an evaluation with the principal always meant that it was a kind of a cooperation and discussion. Maybe opinions were not the same, but the opinions were discussed and the children were the main concern.

Q. All right. Now, you have told us that there developed a problem with Mrs. Mills?

A. Yes.

Q. What was that?

A. I really did not realize that there was a problem or that there was a problem between us other than two educators discussing something with opinions until I got the last evaluation, the one that I objected to. And in one of the places on that evaluation it was contradictory. In one place it was checked that it was not good and the same contradiction on another place was that it was correct. That was in the whatever it was that I sent to -- I

1 did not sign that evaluation and I sent this,
2 my objections or my differences of opinion as
3 to the evaluation in writing. And that is
4 brought out.

5 Q. Was that the reason, the
6 evaluation, that you sought the help of Mr.
7 Medas?

8 A. Yes. At the time I still thought
9 that I would get a contract.

10 Q. At the time you were given the
11 evaluation?

12 A. Yes, sir. It had nothing to do
13 with getting or not getting the contract. It
14 was just I objected to the evaluation.

15 Q. Okay. Well--

16 A. It wasn't really a very bad
17 evaluation. It's not a bad evaluation when you
18 actually look at it and read it. It was just
19 that I objected to it.

20 Q. All right. Now, did you learn
21 sometime or another that if you weren't going
22 to be given a contract you had to be given a
23 written notice?

24 A. Yes, sir, when contracts -- when
25 I didn't get a contract --

1 Q. Let's talk first of all about
2 the notice.

3 A. Well, I never got a notice.

4 Q. I understand you didn't get a
5 notice, but pay attention to me, please. Did
6 you ever discuss with Mr. Medas whether you
7 were to be given a notice if you were to be
8 given a job?

9 A. Yes, by April 15 if I didn't get
10 a notice I didn't have anything to worry about,
11 and April 15th I did not get a notice. April
12 30th I still didn't get a notice. I talked to
13 the other teachers in the school and asked them
14 and they said, well, if you didn't get a notice
15 you are in and you are in this school. And the
16 other third grade teachers and I proceeded into
17 changing materials. I had a lot of social
18 studies materials and a lot of materials on
19 Greece and Europe which was used at that time
20 and I gave a number of these materials to other
21 third grade teachers and they, in turn, gave me
22 materials.

23 Q. All right. Now, Mrs. Giannoutsos,
24 when did you learn that you weren't going to be
25 given a contract for the next following year?

1 A. In June.

2 Q. Of what year?

3 A. Of 1983.

4 Q. All right.

5 A. I did not get a contract. And
6 again I --

7 Q. Did you learn that other
8 teachers had been given their contracts?

9 A. Yes.

10 Q. But you did not get one?

11 A. I did not get one.

12 Q. And what did you do?

13 A. I again approached Mr. Medas and
14 Mr. Medas told me to call the school and ask.
15 And I called Mrs. Mills and I talked to her and
16 she told me that she would consider taking me
17 as being put on probation and I accepted that.
18 I told her that I wanted my job, I wanted to
19 prove to her that this was a difference of
20 opinion and that I was a good teacher and I
21 would go onto probation with her. And it was
22 left at that point.

23 And then Mr. Medas also told me
24 to call the School Board. I called the School
25 Board and asked Mrs. Cobbs. Mrs. Cobbs was not

1 available and I spoke to whoever answered the
2 phone. I gave her my name and she said wait a
3 minute. And then --

4 Q. Well --

5 A. She said wait a minute.

6 Q. Did you ask her a question?

7 A. Yes, I told her that I did not
8 get a contract as up to now and I gave her my
9 name and I asked her would I get a contract and
10 did she know anything about this. And she said
11 wait a minute and she looked. I don't know. She
12 said wait a minute. I waited on the phone and
13 then she came back to me and she said, well,
14 you may not get a contract in the position you
15 are in now, but we have not given out all the
16 contracts for elementary school teachers, the
17 lower grades, and she said you are
18 well-qualified in that area. I had vast
19 experience in the area. And she said you will
20 get a contract -- you probably will get a
21 contract by September. In fact, she told me
22 that in September they still would not have
23 given all the contracts.

24 Q. All right, Mrs. Giannoutsos, did
25 there come a time when you were told by Mrs.

1 Mills that you wouldn't be teaching in the
2 Roberts Park Elementary School?

3 A. Yes, it was sometime in -- there
4 was another phone call to Mrs. Mills and I,
5 again, asked her for my job and then she told
6 me again that she would take me on probation
7 and then she somehow got upset about something,
8 I don't know, and she turned around and she
9 said, well, I just won't have you in my school.

10 Q. So finally you were told you
11 would not --

12 A. Yes, she told me I would not be
13 there.

14 Q. Did you talk to anybody else
15 about getting a job for the next following year?

16 A. You mean any other places?

17 Q. Did you talk to Mr. Medas any
18 more?

19 A. Yes. I continually talked to
20 Mr. Medas. Mr. Medas probably remembers that
21 better because he wrote it down. I just called
22 and talked asking that I needed a job, I wanted
23 a job. I had to have a job.

24 Q. All right. Do you know Dr. Jones,
25 Dr. David Jones?

1 A. Yes, I do.

2 Q. How many times have you met with
3 Dr. Jones?

4 A. One.

5 Q. When and where did that meeting
6 take place?

7 A. It was in July. And the reason
8 it was in July was because in March I had to go
9 to the doctor for an examination.

10 Q. Wait a minute. Just one thing
11 at a time. Stay on track. When did you meet
12 with Dr. Jones?

13 A. In July.

14 Q. Of 1983?

15 A. Yes, sir.

16 Q. Who was present at the meeting?

17 A. Mr. Medas, my daughter, Mr.
18 Jones and I.

19 Q. All right. Now, there was a
20 delay between the end of school and the time
21 you had the meeting with Dr. Jones?

22 A. Uh-huh.

23 Q. Correct?

24 A. Correct.

25 Q. Why did you wait?

1 A. Because in March I went to the
2 doctor and he told me that I should have an
3 operation, a gallbladder operation, and he told
4 me I should have it immediately. And I told him
5 that, no, I would not. I would not go to the
6 hospital until school was out. And he said, all
7 right, you are taking your life in your own
8 hands, but I will tell you this, if you are
9 very, very careful and do exactly what I tell
10 you, then we will try and wait until after
11 school is out, so I did. But he told me in the
12 meantime if anything happened, to call him
13 immediately and go straight to the hospital.

14 Nothing happened and right after
15 school closed -- now, I don't remember the
16 exact dates, but school closed in the middle of
17 the week or whatever and then the following
18 week in the middle of that week I went to the
19 hospital and I was operated on. And, of course,
20 I had to recuperate. I mean, this was like the
21 end of June when I went to the hospital and was
22 operated on and in July I stayed in the
23 hospital. I stayed more than I should have
24 stayed. I think I stayed seven days instead of
25 the five days, whatever it was, and then I went

1 home. In the meantime, I called Dr. Jones from
2 the hospital and made an appointment to see him
3 in July.

4 Q. Now, why did you go to see Dr.
5 Jones?

6 A. To ask him for a job to have him
7 go over the evaluation and to please give me a
8 job, I would go to the school with Mrs. Mills
9 if that's what I had to do or else I would take
10 a job anywhere in Norfolk city schools.

11 Q. You were willing to teach in the
12 Norfolk city schools for the next following
13 year, the '83-'84 school year?

14 A. Yes, sir, I would still be
15 teaching.

16 Q. Did you want to do that?

17 A. I would love to teach.

18 Q. And you were able to do so?

19 A. Yes, and I am still able to do
20 so.

21 Q. Well, what did Dr. Jones tell
22 you about whether you would get a job or not?

23 A. Dr. Jones talked to us --
24 specifically I cannot tell you verbatim
25 everything that was said. My daughter talked.

1 Mr. Medas talked. He asked me questions and I
2 talked. And when I left there I was really
3 under the impression that I would have a job in
4 the Norfolk city schools. He left me with that
5 impression. I don't remember the exact words
6 that he said. I couldn't possibly quote them,
7 but his impression was very favorable and when
8 I left I was expecting a phone call telling me
9 where to go for a job.

10 Q. So you learned later on, though,
11 that you weren't going to get a job?

12 A. He said that he would call me.

13 Q. But you did learn later on that
14 you weren't going to get a job?

15 A. Yes, sir. He called and told me
16 that I wouldn't get a job.

17 Q. All right. And that was in the
18 early part of August of that same year?

19 A. Yes, sir.

20 Q. All right. Now, did you try and
21 get a job someplace else?

22 A. Yes, sir, I did. I tried
23 Chesapeake, Virginia Beach, Portsmouth. In
24 fact, I took the resume to Portsmouth myself
25 and handed in the application and I also called

1 Mr. Robinson, who was a principal of mine,
2 previous principal, and told him my problem and
3 he suggested that I contact schools in Hampton
4 even though it would have been quite an ordeal
5 for me to drive to Hampton. I called Hampton
6 and I got an application and of all the places
7 I was told Norfolk Academy, in fact, had a job.
8 If I had known in May that I did not have a job,
9 I would have gone into Norfolk Academy and they
10 all told me that the jobs were taken, jobs were
11 given out as early as March, April and May in
12 many of the systems.

13 Q. So were you able to get a job in
14 any other --

15 A. I pursued every possible angle
16 and I finally called James Barry Robinson and I
17 was given a job.

18 Q. When did you go to work for
19 James Barry Robinson?

20 A. I think it was either January or
21 February of '84.

22 Q. All right. So you taught the
23 second semester, in essence, of the year
24 following that you left your departure from the
25 Norfolk city schools?

1 A. Yes, sir.

2 Q. Do you remember how much money
3 you made there, Mrs. Giannoutsos?

4 A. Around seventy-two hundred.

5 MR. WILLIAMS: Mr. Juren, will
6 you engage in stipulation that it was \$7,231?

7 MR. JUREN: Let me see.

8 I will stipulate that Mrs.
9 Giannoutsos, during the period of February 1984
10 through June 30, 1984, earned \$7,231.20 from
11 the James Barry Robinson Institute.

12 MR. WILLIAMS: Thank you.

13 THE COURT: What was that -- '84?

14 MR. WILLIAMS: Yes, sir.
15 February, I think, of '84 to the end of the
16 school year. Is that right, Mrs. Giannoutsos?

17 THE WITNESS: Yes, sir.

18

19 BY MR. WILLIAMS:

20 Q. And, Mrs. Giannoutsos, when Mr.
21 Medas told you about your right to or the
22 obligation of the City, rather, to give you a
23 notice if they weren't going to give you a job,
24 were you relieved or concerned or --

25 A. Say that again.

1 Q. When you learned about the
2 requirement of the School Board to give notice
3 if they were going to terminate you, did you
4 expect to get a notice on April 15th?

5 A. Did I expect from my performance,
6 no.

7 Q. All right. Did you expect, if
8 the intention of the City was not to renew you,
9 that you would be given a notice?

10 A. Did I expect that?

11 Q. Yes.

12 A. Yes, I did.

13 Q. Now, you had signed a letter
14 that's in evidence saying that your job was a
15 temporary one for one year only and that you
16 would be given a job if there was space
17 available and your performance was satisfactory
18 and so forth. I am paraphrasing it. Is th-
19 correct?

20 A. That's correct.

21 Q. Did you understand that letter
22 to abrogate the obligation to give you a notice
23 if they weren't going to renew you?

24 A. I expected to get a job. I never
25 expected I would have to face this. But I

ANASTASIA GIANNOUTSOS _ DIRECT/CROSS

1 expected to be told, yes, to be told in time
2 enough to be told at a certain date. In fact,
3 the past dates were in March to be told that
4 you would not have a job so that you could go
5 and seek a job at another place.

6 ~~Mr. Hill: I think those are all the~~

7 ~~Judge, I think those are all the~~

8 ~~questions that I have.~~

9
10 CROSS-EXAMINATION

11
12 BY MR. JUREN:

13 Q. Mrs. Giannoutsos, during the
14 period 1965 to 1973, when you were first
15 employed by the Norfolk school system, you were
16 a member of the Education Association of
17 Norfolk, weren't you?

18 A. Yes, sir.

19 Q. And you attended meetings?

20 A. Yes and no. Sometimes we do, sir,
21 and sometimes we don't. If we can, we do. If
22 there is another reason or another obligation
23 that you might have in your job you don't leave
24 it to go.

25 Q. All right. And you received the

1 materials that are sent out to its members?

2 A. The materials that are sent out
3 to the members are sent out to the schools and
4 then they are distributed in the mail boxes, so
5 I would say yes.

6 Q. All right. Now, you were
7 familiar, weren't you, with the different kinds
8 of contracts that were used for teachers, the
9 annual contracts and the continuing contracts?

10 A. I knew that we had a continuing
11 contract. I knew that after a certain number of
12 years, for instance, in 1965 -- I believe it
13 was in '67 I got a continuing contract. I had
14 no problem. I had no reason to inquire or to
15 take notice about the different contracts. As
16 far as I was concerned I was teaching. I had a
17 new contract and that was it. I was in the same
18 school from '65 through '73.

19 Q. All right. But you understood
20 that for an initial number of years a teacher
21 got a contract every year and then after that
22 they just get one contract that would continue
23 on?

24 A. I may have misunderstood it, sir.
25 I didn't know it as a rule or a law or anything

1 of that sort. I know that when I was teaching
2 at John Marshall I got a contract and then
3 after that, after two years - I think it was
4 two years - I don't remember if I got a
5 cotract every year then or I knew I was there.

6 Q. Well, let me refresh your memory
7 a little bit. Do you remember giving your
8 deposition in my office back on August the 24th,
9 1985?

10 A. Uh-huh.

11 Q. Do you remember being asked
12 these questions and giving these answers:

13 Question: All right, now, some
14 of the contracts were annual contracts. Were
15 you familiar with the differences between those
16 two kinds?

17 Answer: I know that you got an
18 annual contract until you had served. I don't
19 remember the exact --

20 A. Yes, sir.

21 Q. Just a minute. Give me a chance
22 to get this out and I will give you all the
23 time you need to answer.

24 I don't remember the exact
25 number of years and then you went on a

1 continuing contract.

2 Question: All right, then,
3 after you got the continuing contract instead
4 of a new contract every year you would just get
5 a notice that would change the compensation?

6 Answer: Yes, sir.

7 A. Yes, sir.

8 Q. All right. Does that refresh
9 your memory?

10 A. Yes, sir.

11 Q. All right. Now, were the
12 contracts, either the annual contracts or the
13 salary notices for continuing teachers --

14 A. Yes, sir.

15 Q. I know you are anxious to answer,
16 but just let me get the question out.

17 A. Sorry.

18 Q. Okay. That a teacher would get
19 either the annual contract or the salary notice
20 on a continuing contract before the end of the
21 school year?

22 A. Yes, sir.

23 Q. All right. Now, after you
24 applied for employment or for reemployment with
25 the school system in 1982, did you have a

1 meeting with a Miss Cobbs at the Personnel
2 office?

3 A. Yes, I did.

4 Q. And didn't she tell you about
5 this letter, that all they had available was a
6 job for one year at one particular school?

7 A. Yes, sir.

8 Q. And didn't she tell you that if
9 you wanted that job you would have to sign that
10 letter or otherwise you could not be employed?

11 A. Yes, sir. You sign the letter or
12 else you had no job.

13 Q. All right. And you read the
14 letter before you signed it?

15 A. Yes, sir.

16 Q. All right. Now, let me ask you
17 about the problem with Miss Mills.

18 First of all, as I understand it,
19 you were teaching in the sixth grade; is that
20 correct?

21 A. Yes, sir, sixth grade.

22 Q. When you said in your direct
23 testimony that you were sharing material with
24 third grade teachers --

25 A. I meant sixth grade, I am sorry.

1 I made that error.

2 Q. All right. Now, as I understand
3 it --

4 A. There were three other sixth
5 grades.

6 Q. All right. As I understand it,
7 you were not aware during the school year that
8 Miss Mills was dissatisfied with your teaching
9 performance?

10 A. Mrs. Mills and I had differences
11 of opinion in certain areas. I was not aware of
12 the fact that she could not give me a job or
13 that she wouldn't keep me in the school because
14 I don't know if she gives the jobs or not, but
15 that she wouldn't keep me in her school. In
16 other words, or that, even say, that she didn't
17 like me in her school that she would go so far
18 as to not want me in the Norfolk city school
19 system.

20 Q. Well, were you aware of any
21 dissatisfaction by Miss Mills about your
22 teaching performance?

23 A. Well, if you want to call it
24 differences of opinion, dissatisfaction, yes.

25 Q. As I understand your testimony,

1 it was really not until the last evaluation
2 that you realized that she would not recommend
3 you for reemployment?

4 A. Yes, sir.

5 Q. All right.

6 A. Well, it wasn't that she would
7 not recommend me, it was the last evaluation we
8 hadn't come to the point of not giving me
9 reemployment or keeping me in the school. It
10 was the idea that I objected to the evaluation,
11 parts of the evaluation.

12 Q. Are you saying that the reason
13 that she wouldn't recommend you was because you
14 wouldn't sign the evaluation?

15 A. No, no, no. I did not sign the
16 evaluation because I objected to the evaluation.

17 Q. All right. And that's why you
18 think she decided not to recommend you for
19 reemployment?

20 A. No, I didn't say that. I don't
21 know why she wouldn't recommend me.

22 Q. All right. Now, you said that at
23 first she told you that she would agree to take
24 you back as a probationary employee?

25 A. Yes, sir.

1 Q. And then later on, for some
2 reason, she changed her mind?

3 A. Yes, sir.

4 Q. What happened?

5 A. I was talking with her on the
6 phone and during the conversation on the phone
7 she said to me that, well, I will not have you
8 in my school. Words to that effect. I mean, I
9 am not quoting it. Words to that effect. In
10 the meantime I was really very upset.

11 Q. Do you remember when the first
12 time was that she told you that she would be
13 agreeable to taking you back as a probationary
14 employee?

15 MR. WILLIAMS: Judge, excuse me.

16 THE WITNESS: No, sir.

17 MR. WILLIAMS: I have to
18 interrupt and object at this juncture. I asked
19 Mrs. Giannoutsos about her involvement with
20 Mrs. Mills certainly to explain why she had
21 sought the help of Mr. Medas and so forth. Now,
22 I thought that would make a more understandable
23 presentation of this. The question in this case
24 is not whether Mrs. Giannoutsos was a great
25 teacher, a poor teacher, an average teacher or

1 here is that nobody had any inkling that her
2 continued employment was in any kind of
3 difficulty, and I submit that this evidence,
4 not so much the evidence of the actual quality
5 of her teaching, the actual quality of her
6 teaching, but the evidence as to what
7 transpired between her and her superior, what
8 transpired between her and the person who would
9 have the position of recommending or not
10 recommending her could be relevant.

11 THE COURT: Sustained.

12 MR. JUREN: All right.

13
14 BY MR. JUREN:

15 Q. Mrs. Giannoutsos, within a week
16 after you were notified by Dr. Jones that you
17 would not be given a contract, didn't you apply
18 for unemployment compensation benefits?

19 A. Yes, sir, I did.

20 MR. WILLIAMS: I object at this
21 juncture.

22 THE COURT: I was reading some
23 pleadings here.

24 MR. WILLIAMS: The question was
25 whether she had applied for unemployment

1 compensation and I object to that question or
2 any evidence or testimony concerning any
3 unemployment compensation Mrs. Giannoutsos may
4 or may not have been paid.

5 THE COURT: To the extent it may
6 go to the question of damages, I overrule your
7 objection.

8
9 BY MR. JUREN:

10 Q. And I am going to show you what
11 appears to be an application to the Virginia
12 Employment Commission dated August the 7th,
13 1983, and ask you if that is your signature
14 about halfway down the page?

15 A. Yes, sir, it is.

16 Q. All right.

17 A. I did apply.

18 Q. All right. I would --

19 MR. WILLIAMS: May I see that,
20 Mr. Juren?

21 MR. JUREN: Certainly.

22 MR. WILLIAMS: Okay.

23 MR. JUREN: Now, first of all,
24 Your Honor, may I have this marked for
25 identification only at this time.

1 MR. WILLIAMS: Judge, I will
2 stipulate that she made an application. I
3 object to the admission of that document. I see
4 where it serves no purpose in proving any
5 material issue in this case.

6 THE COURT: Only on the question
7 of damages.

8 MR. WILLIAMS: Yes, sir. That
9 doesn't relate, I suggest, to the amount of
10 compensation she was paid.

11 THE COURT: Well, as I read the
12 City's brief, in essence they have said that if
13 she is entitled to some damages it would be
14 limited by this and this is also used as a
15 two-pronged sword, as I gather. One, they said
16 the money came out of the City's pocket and so
17 they are entitled to an offset, if there is an
18 award of damages. The second thing is the
19 reason she signed, which is in support of their
20 theory of waiver and estoppel, so I am going to
21 overrule your objection and I hope I haven't
22 misargued the defendants' case.

23 MR. JUREN: No, that's correct,
24 Your Honor.

25 THE COURT: So this will be --

1 MR. JUREN: Well, in that case I
2 will offer it as an exhibit, Defendants'
3 Exhibit 3.

4 THE COURT: Yes, number one was
5 refused, so this would be three.

6
7 BY MR. JUREN:

8 Q. All right. Mrs. Giannoutsos, as
9 I read the reason for separation from above
10 employer on Defendants' Exhibit 3, number ten,
11 it reads, "end of contract of one year, no more
12 work". Did you write that in?

13 A. I imagine I did, sir. That's
14 what happened. I wasn't given a contract. I
15 wasn't working. I needed the money.

16 Q. All right.

17 A. I had to live. I was trying for
18 a job, tried everywhere.

19 Q. All right.

20 MR. JUREN: I have nothing
21 further.

22 THE COURT: Come down, please,
23 ma'am.

24 MR. WILLIAMS: May I ask a
25 question or two on redirect?

~~LOIS A. LAGANA,~~

~~a witness, having been first~~

~~duly sworn, was examined and~~

~~testified as follows:~~

DIRECT EXAMINATION

BY MR. JUREN:

Q. Would you please state your name, address and occupation.

A. Yes, my name is Lois A. Lagana. My working address is 800 East City Hall Avenue, Norfolk, Virginia. And my occupation is workers' and unemployment compensation specialist for Norfolk Public Schools.

Q. All right. And how long have you been employed in that capacity?

A. Six years.

Q. And what are your primary job responsibilities?

A. My primary job responsibilities are to monitor the workers' compensation claims and unemployment compensation claims that arise from employees of Norfolk Public Schools.

Q. All right. I am going to show

1 you what has been marked as Defendants' Exhibit
2 No. 3 and ask you if you can recognize that?

3 A. Yes, I do.

4 Q. Did you receive that in your
5 capacity as unemployment compensation
6 specialist?

7 A. Yes, I did.

8 Q. And did you take any action on
9 it?

10 A. Yes, immediately upon receipt of
11 these forms, which are Virginia Employment
12 Commission wage and separation reports, I will
13 immediately investigate the personnel records
14 to ask the appropriate questions or, excuse me,
15 answer the appropriate questions and return it
16 to the Virginia Employment Commission. That's
17 what I did in this case.

18 Q. Is it part of your job to
19 determine whether or not an unemployment claim
20 should be opposed?

21 A. Yes.

22 Q. Why is it that you decided that
23 this claim should not be opposed?

24 A. Because I saw from the statement
25 that was on the form, as well as in the

1 personnel records, that in this case the
2 claimant had a one-year-only work letter and I
3 knew that that would be considered lack of work
4 by the VEC, and I knew that historically those
5 claims do not hold up if we try to appeal that
6 and, you know, try to make that claimant
7 ineligible for benefits.

8 THE COURT: What are the
9 initials you just gave me?

10 THE WITNESS: The Virginia
11 Employment Commission, VEC.

12
13 BY MR. JUREN:

14 Q. Do you know if Mrs. Giannoutsos
15 was paid unemployment compensation?

16 A. Yes, she was.

17 Q. And where does that money come
18 from?

19 A. That money initially is sent to
20 the claimant. Once the claimant is proclaimed
21 eligible they get a bimonthly check from the
22 Virginia Employment Commission. The Norfolk
23 Public Schools is self-insured, however, and we
24 are a reimbursable employer, so then the
25 Norfolk Public Schools gets a quarterly billing

1 and the School Board pays back dollar for
2 dollar the Commonwealth of Virginia.

3 MR. JUREN: All right. Your Honor,
4 at this time I would like to read into the
5 record an admission made by the plaintiff. This
6 was a request for admission. It's in the
7 Court's record, dated April 7, 1987, and there
8 has been no denial and it would be admission
9 number 2(a): That each of the following
10 statements are true: (a): The plaintiff
11 received a total of \$2,484 in unemployment
12 compensation.

13 THE COURT: Twenty-four
14 eighty-four?

15 MR. JUREN: Twenty-four
16 eighty-four in unemployment compensation
17 benefits in 1983 and (b), the plaintiff
18 received a total of \$828 in unemployment
19 compensation benefits in 1984.

20 ~~I have no further questions. If~~
21 ~~you would, answer Mr. Williams, please.~~

22
23 CROSS-EXAMINATION

24
25 BY MR. WILLIAMS:

1 Q. You don't deal with each
2 applicant for unemployment compensation
3 directly, do you?

4 A. Not on a personal level.

5 Q. So you don't have a recollection,
6 of course, of whether you dealt with Mrs.
7 Giannoutsos back in 1983, do you?

8 A. No, I have never met Mrs.
9 Giannoutsos.

10 Q. And you indicated that you
11 looked at some records in connection with this
12 application?

13 A. Yes, sir.

14 Q. And those records indicated --
15 those are the School Board's records, correct?

16 A. Uh-huh.

17 Q. -- that she was terminated by
18 reason of a one-year contract; is that right?

19 A. Yes.

20 Q. Did you draw an inference from
21 the existence of other materials in the
22 personnel file that that was the case or did
23 you see those words written down somewhere?

24 A. I would have seen them on what
25 we call a P. A. R.

1 Q. Which is what?

2 A. Which is a personnel action
3 report.

4 Q. And you don't have that here
5 with you today?

6 A. No.

7 Q. You don't have any of the
8 records here with you today, do you?

9 A. No, sir, I don't.

10 Q. But they are available to you,
11 of course, if you want to see them, aren't they?

12 A. Yes, sir.

13 Q. And you didn't bring them, did
14 you?

15 A. No, I did not.

16 Q. I think that's all I have, Judge.
17 Oh, one other question. The people in your
18 office do assist applicants in the completion
19 of the forms, don't they?

20 A. What forms are those?

21 Q. Well, a claim form for
22 unemployment compensation.

23 A. No, the claim form for
24 unemployment compensation is filled out by the
25 claimant at the Virginia Employment Commission.

1 Q. People in that office assist the
2 applicants, don't they?

3 A. It's my understanding that they
4 do.

5 MR. WILLIAMS: Thank you.

6 MR. JUREN: I have nothing
7 further, Your Honor.

8 THE COURT: Thank you, ma'am.

9 MR. JUREN: This is Miss Leslie
10 Cobbs.

11
12 LESLIE S. COBBS,
13 a Witness, having been first
14 duly sworn, was examined and
15 testified as follows:

16
17 DIRECT EXAMINATION

18
19 BY MR. JUREN:

20 Q. Would you please state your full
21 name and address.

22 A. I am Leslie S. Cobbs, 1133
23 Merrimac Avenue.

24 Q. And are you currently employed,
25 Miss Cobbs?

1 A. No, I am not.

2 Q. Were you previously employed?

3 A. Yes.

4 Q. By whom?

5 A. Norfolk Public Schools.

6 Q. And what was the date of your
7 separation from that employment?

8 A. July 1, 1984.

9 Q. And what was the nature of the
10 separation?

11 THE COURT: Norfolk schools?
12 Who was she employed by?

13 THE WITNESS: Norfolk Public
14 Schools.

15 THE COURT: I see.

16 THE WITNESS: I am sorry.

17

18 BY MR. JUREN:

19 Q. What was the reason or occasion
20 for your leaving the Norfolk Public Schools?

21 A. I retired.

22 Q. All right. And if you retired,
23 what position did you hold?

24 A. I was Assistant Director of
25 Personnel.

1 Q. All right. And did you hold that
2 position during the school year 1982-1983?

3 A. Yes, I did.

4 Q. Do you recall having a
5 conversation with Mrs. Anastasia Giannoutsos
6 near the end of that school year?

7 A. Yes.

8 Q. And approximately when was this?

9 A. Probably the first of June. It
10 was near the school closing.

11 Q. Can you tell the Court as much
12 as you can remember of what happened during
13 that conversation?

14 A. I don't remember any of the
15 exact words. I do know that she was upset
16 because she had gotten an unfavorable
17 evaluation from the principal and employment is
18 based on quality evaluations.

19 Q. Why did she come to see you?

20 MR. WILLIAMS: I object. That
21 has to be conjecture or surmise on the part of
22 the witness.

23
24 BY MR. JUREN:

25 Q. Why did she say she came? What

1 did she tell you?

2 A. Well, naturally, she was upset
3 because it looked as if she would not be
4 rehired and, as I recall, of course, I listened
5 as always and asked if perhaps she could go
6 back and work it out with Mrs. Mills.

7 Q. All right. Did you make any
8 representations to her as to anything you were
9 going to do?

10 A. No.

11 Q. Did you tell her that she would
12 be getting a contract?

13 A. No.

14 Q. Did you tell her that all of the
15 contracts had not gone out yet?

16 A. I don't remember referring to
17 the contracts at all because I know that one
18 year --

19 MR. WILLIAMS: Judge, I object.
20 This also has to be in the form of an opinion
21 regarding the advocacy of the so-called waiver
22 letter.

23 THE COURT: Overruled.

24

25 BY MR. JUREN:

1 Q. Tell us about what you --

2 A. Oh, the letter --

3 THE COURT: You said because?

4 THE WITNESS: Because of the
5 statement and the letter that said that one
6 year for new teachers only, you know, the
7 one-year class that was for new teachers and,
8 of course, if the teachers were judged to be --
9 evaluation was good and jobs were available,
10 then consideration would be given.

11
12 BY MR. JUREN:

13 Q. What did that mean to you in
14 terms of what she told you that day?

15 A. Well, she said the evaluation
16 was negative and I know that I could not place
17 any teacher unless the principal agreed to such
18 a placement in the school.

19 Q. Did you give her any advice?

20 A. Only to talk again with the
21 principal.

22 Q. Now, when you left, when she
23 left you on that occasion, what was your
24 impression as to her understanding as to
25 whether or not she was going to be reemployed

1 ~~the next year?~~

2 ~~MR. WILLIAMS. I object.~~

3 ~~THE COURT. Sustained.~~

4
5 ~~BY MR. SOREN.~~

6 Q. Did Mrs. Giannoutsos indicate to
7 you in any way during your conversation or at
8 the end of the conversation what she expected
9 in terms of employment for the next year?

10 A. No.

11 Q. All right. I have nothing
12 further. Oh, let me ask you this. As Assistant
13 Director of Personnel, did you have any
14 particular area of assignment?

15 A. Yes. I recruited and selected
16 the teachers for the elementary schools. All of
17 my recommendations were subject to approval and
18 all teachers had to have an interview with the
19 prospective principal and be acceptable to the
20 principal.

21 Q. Was it part of your
22 responsibility to have applicants sign these
23 one-year agreements?

24 A. Yes.

25 ~~Q. Did you have any particular~~

1 practice with respect to what you would tell
2 applicants about that?

3 MR. WILLIAMS: Judge, I object
4 to the particular practice unless it has some
5 particular application to the case that's being
6 tried today.

7 THE COURT: Sustained.
8

9 BY MR. JUREN:

10 Q. Did you ever tell applicants
11 that the letter did not mean what it said?

12 A. No.

13 Q. Did you ever tell any applicants
14 that the letter was just a formality?

15 A. No.

16 Q. Did you tell applicants anything
17 to either emphasize or de-emphasize what was in
18 that letter?

19 A. No.

20 MR. JUREN: Okay. I have nothing
21 further. If you would, answer Mr. Williams.
22

23 CROSS-EXAMINATION
24

25 BY MR. WILLIAMS:

1 Q. So, the letter sort of stood on
2 its own?

3 A. I emphasized the fact that --

4 Q. I thought you just said you
5 didn't emphasize or de-emphasize anything.
6 Isn't that what you said?

7 A. Well, I would have to explain
8 the letter.

9 Q. Mr. Juren just asked you did you
10 emphasize or de-emphasize and your answer was
11 no, wasn't it?

12 A. Right.

13 MR. JUREN: I think the witness
14 ought to be allowed to finish her answers.

15 THE COURT: I will permit
16 cross-examination. Go ahead.

17
18 BY MR. WILLIAMS:

19 Q. So there was no particular
20 explanation associated with the signing of
21 these letters, was there?

22 A. Only if there was a question on
23 the part of the person, the people involved, if
24 they did not understand then I was open to
25 questions.

1 Q. If they had a comment or wanted
2 to say something?

3 A. Right.

4 Q. But you didn't emphasize
5 anything about it, whatever it said it was said?

6 A. Right.

7 Q. How long were you the Assistant
8 Director of Personnel, Mrs. Cobbs?

9 A. I was in Personnel 16 years. I
10 can't remember exactly how many of those years
11 were spent as assistant director. Maybe four or
12 five of them.

13 Q. All right. And I guess it's part
14 of your job as Assistant Director of Personnel
15 you had to listen to a lot of complaints from
16 teachers?

17 A. I listened to teachers.

18 Q. Who had things critical or kind
19 to say about the way the school system was
20 being operated?

21 A. True.

22 Q. Many, many teachers over a long
23 period of time, isn't that so?

24 A. Right.

25 Q. Now, did you make any notes of

1 any conferences or conversations that you had
2 with Mrs. Giannoutsos?

3 A. No.

4 Q. Well, when did you first talk to
5 Mr. Juren about this?

6 A. I don't remember.

7 Q. But you don't have any notes of
8 the conversation?

9 A. No.

10 Q. And you just have a general --

11 A. It was a brief one.

12 Q. And Mrs. Giannoutsos was
13 complaining that she had had a bad evaluation?

14 A. She was upset, yes.

15 Q. And you suggested she go talk to
16 Mrs. Mills?

17 A. Right.

18 Q. And you don't know whether she
19 did that or not?

20 A. No. I had no more contact after
21 that.

22 MR. WILLIAMS: Judge, that's all
23 we have.

24 MR. JUREN: That's all we have,
25 Your Honor.

AUDREY W. MILLS - DIRECT

1 We would like to have Miss Cobbs
2 stay around outside.

3 THE COURT: All right. Miss
4 Cobbs, you will be requested to remain, but you
5 may not discuss your testimony with anyone or
6 permit them to discuss it with you.

7 THE WITNESS: Okay. Thank you.

8
9
10 AUDREY W. MILLS,
11 a Witness, having been first
12 duly sworn, was examined and
13 testified as follows:
14

15 DIRECT EXAMINATION

16
17 BY MR. JUREN:

18 Q. Mrs. Mills, will you please
19 state your full name.

20 A. Audrey W. Mills.

21 Q. And what is your address?

22 A. My address is 5912 Tajo Avenue,
23 Virginia Beach, Virginia.

24 Q. And what is your occupation?

25 A. I am principal of Suburban Park

1 Elementary School.

2 Q. Were you previously the
3 principal at the Roberts Park Elementary School?

4 A. Yes.

5 Q. And how long were you the
6 principal at Roberts Park?

7 A. For six years.

8 Q. Were you the principal at that
9 school during the school year 1982-'83?

10 A. Yes.

11 Q. Now, was Mrs. Anastasia
12 Giannoutsos assigned as a teacher in the
13 Roberts Park school during that school year?

14 A. Yes.

15 Q. What, to your knowledge or to
16 your information, was her status that year?

17 A. Mrs. Giannoutsos was a sixth
18 grade teacher at Roberts Park school.

19 Q. All right. Did she have a status
20 such as annual or probationary or continuing
21 contract?

22 A. According to my understanding
23 she had a one-year contract.

24 MR. WILLIAMS: Judge, I object.

25 THE COURT: Sustained.

1
2 BY MR. JUREN:

3 Q. Did Mrs. Giannoutsos experience
4 any difficulties in the teaching area during
5 that school year?

6 A. Yes.

7 MR. WILLIAMS: Again, Judge, I
8 object. I think we have been through this.
9 Mrs. Giannoutsos' competency to teach is not an
10 issue.

11 THE COURT: Haven't we dealt
12 with that?

13 MR. JUREN: I believe you
14 allowed me to go into it for the limited
15 purpose of exploring what Mrs. Giannoutsos'
16 state of mind might have been with regard to
17 her expectations as to continued employment. I
18 will limit it.

19 THE COURT: I don't believe I
20 did. At this hearing or some prior hearing?

21 MR. JUREN: I believe that you
22 allowed me to go into cross-examination with
23 Mrs. Giannoutsos to a certain extent on that
24 basis. Mr. Williams certainly did open it up in
25 his direct examination of Mrs. Giannoutsos by

1 asking her questions about how she did and she
2 was allowed to go into great detail about how
3 there were no problems and all she had were a
4 few differences of opinion with Mrs. Mills and
5 Mrs. Mills' name was used numerous times
6 specifically.

7 THE COURT: I overrule the
8 objection.

9
10 BY MR. JUREN:

11 Q. Could you explain, without going
12 into great detail, Mrs. Mills, just in general
13 the types of problems that were experienced?

14 A. Mrs. Giannoutsos had great
15 difficulty in her lesson planning and in really
16 having lesson plans to teach. She had lacked
17 control of her classroom, lacked classroom
18 management and difficulty in really
19 understanding the curriculum.

20 Q. Did there come a time when you
21 requested that helping teachers be assigned to
22 her?

23 A. Yes.

24 Q. And let me show you --

25 THE COURT: She had trouble

1 understanding the curriculum?

2 THE WITNESS: The knowledge of
3 content areas, basic skills.
4

5 BY MR. JUREN:

6 Q. Let me show you an Instructional
7 Assistance Report titled, Mrs. Giannoutsos,
8 grade six, dated November 23 to December 9,
9 signed by S. Whitley, helping teacher, and a
10 similar Instructional Assistance Report
11 covering the period January 4 through 13, 1983
12 signed by Marjorie Lee, helping teacher, and
13 ask you if you can identify those documents?

14 A. Yes, the one from Mrs. Marjorie
15 Lee and Mrs. Whitley, they are summary reports
16 after the helping teachers were with the
17 classroom teacher.

18 Q. Were those the teachers that
19 were assigned to Mrs. Giannoutsos?

20 A. Yes, they were assigned to Mrs.
21 Giannoutsos.

22 Q. And do these reports review the
23 areas in which they assisted her?

24 A. Yes.

25 ~~MR. JUREN: I would ask these be~~

1 introduced as defendants' exhibits, perhaps, 3
2 and 4.

3 MR. WILLIAMS: I object. They
4 include hearsay and, in addition, they are
5 irrelevant.

6 MR. JUREN: Well, it's leading
7 up, Your Honor, to some conversations that Mrs.
8 Mills had with Mrs. Giannoutsos.

9 MR. WILLIAMS: Why don't we get
10 to the conversations rather than pussyfooting
11 around. They are hearsay.

12 THE COURT: All right, the
13 report of Mrs. Lee will be marked as
14 Defendants' Exhibit No. 4, refused. I sustain
15 the objection. And the report of Mrs. Whitley
16 will be marked as Defendants' Exhibit No. 5,
17 refused. I sustain that objection.

18 All right.

19
20 BY MR. JUREN:

21 Q. All right. Mrs. Mills, during
22 the school year 1982-1983, did you have
23 occasion to discuss with Mrs. Giannoutsos any
24 problem areas that you saw with her teaching
25 performance?

1 A. Yes, I had several conferences
2 with Mrs. Giannoutsos. We called them
3 instructional conferences after observation.
4 Usually it's a post-conference with the teacher
5 outlining any type of problem that might occur
6 from an observation.

7 Q. Did you direct any critical
8 comments toward her about her teaching
9 performance?

10 A. Most of the time I would, more
11 or less, summarize the observation with
12 recommendations for improvement.

13 Q. All right. During that school
14 year, did you indicate dissatisfaction with any
15 of her teaching practices?

16 A. Yes. I always pointed out those
17 areas in which I wanted improvement.

18 Q. All right. Now, did there come a
19 time in the early spring of 1983 that you
20 discussed with Mrs. Giannoutsos whether she
21 would be recommended for employment the
22 following school year?

23 A. Yes, I did.

24 Q. Could you tell us about that?

25 A. It was approximately March or

1 the first part of April, but I am almost
2 positive it was in March and I told Mrs.
3 Giannoutsos it was really a follow-up from a
4 conference; and after the conference she asked
5 me the question, you know, would she be
6 considered for next year and I told her no.

7 Q. Was there any later meeting
8 between you and Mrs. --

9 THE COURT: What was the date of
10 that conference?

11 MR. JUREN: She said March or
12 early April.

13 I am sorry, I thought your
14 response was March or early April?

15 THE WITNESS: It was.

16
17 BY MR. JUREN:

18 Q. Could you tell us about when
19 this later conference was?

20 A. It must have been after an
21 instructional conference. And as far as a date
22 is concerned, I observed Mrs. Giannoutsos in
23 March, April, and also in May, and on each
24 occasion I had, you know, follow-up conferences
25 with her.

1 Q. And what were these about?

2 A. It was mainly about control, her
3 classroom control. Mrs. Giannoutsos could not
4 control her class and the children were, more
5 or less, losing respect for the teacher and I
6 was really concerned about that because very
7 little instruction was going on.

8 Q. Did there come a time when you
9 did a final evaluation on Mrs. Giannoutsos?

10 A. Yes.

11 Q. I am going to show you a
12 two-page document titled, Norfolk Public
13 Schools, Teacher Evaluation Summary, Anastasia
14 Giannoutsos, and ask you if that is the
15 evaluation that you did?

16 A. Right, this is the evaluation
17 that was done.

18 Q. All right. Was a copy of that
19 furnished to Mrs. Giannoutsos?

20 A. Yes.

21 Q. Did she sign the evaluation?

22 A. No, she didn't. I signed the
23 evaluation.

24 MR. JUREN: Your Honor, I will
25 introduce this as Defendants' Exhibit 6, I

1 suppose.

2 THE COURT: Any objection?

3 MR. WILLIAMS: No, sir.

4 THE COURT: All right. This
5 will be Defendants' Exhibit Number 6 in
6 evidence.

7 What are one and two?

8 THE WITNESS: One is
9 satisfactory and two is need for improvement.

10 THE COURT: On a scale of one to
11 what?

12 THE WITNESS: It's not on a scale
13 at all.

14 THE COURT: The whole scale is
15 one and two?

16 THE WITNESS: They are just the
17 designated key at the back of it.

18 MR. JUREN: Key at the bottom of
19 the third page.

20

21 BY MR. JUREN:

22 Q. Mrs. Mills, did you have any
23 conversation with Mrs. Giannoutsos about this
24 evaluation?

25 A. Yes, I did.

1 Q. And could you tell us --

2 A. It was in reference to the
3 comment that I made and Mrs. Giannoutsos'
4 notice that it wasn't a very favorable
5 evaluation and, again, she questioned me as to
6 whether or not she would be considered for next
7 year and I told her on the basis of her
8 performance I would not recommend her.

9 Q. Did you ever tell her you would
10 be agreeable to taking her back as a
11 probationary teacher?

12 A. No.

13 Q. What, if anything else, did she
14 say at or about this time, the time of this
15 evaluation?

16 A. During the final evaluation she
17 seemed to have been in a state of shock.

18 MR. WILLIAMS: I object to the
19 conclusion, Judge.

20 THE COURT: Sustained.

21 MR. JUREN: Your Honor --

22 THE COURT: That's a subjective
23 evaluation on her part.

24

25 BY MR. JUREN:

1 Q. Well, can you describe what her
2 physical appearance or her physical behavior
3 was at that point?

4 THE COURT: I am sure she was
5 terribly disappointed. Don't belabor that.

6
7 BY MR. JUREN:

8 Q. Was there any further
9 conversation between you and Mrs. Giannoutsos
10 about either this evaluation or about your
11 decision not to recommend her for continued
12 employment?

13 A. Yes. I believe Mrs. Giannoutsos
14 called me on one or two occasions in which she
15 was asking for me to reconsider my comment for
16 not considering her for the following year.

17 Q. Was there ever a time during
18 your conversations when you told her that you
19 did not want her in your school?

20 A. No, I never told her I didn't
21 want her in my school. I just told her that I
22 would not consider her for employment.

23 Q. Now, did you later have a
24 conversation with anyone in the Personnel
25 office about whether or not you would recommend

1 her for reemployment?

2 A. Yes.

3 Q. And tell us about that.

4 A. All right.

5 MR. WILLIAMS: Can we put a time
6 frame and a person's name rather than some
7 nondescript --

8
9 BY MR. JUREN:

10 Q. All right. Can you remember
11 approximately when that conversation took place?

12 A. This is really an approximation
13 because I would say maybe it could have been
14 around June, somewhere in the territory of the
15 month of June. Dave Jones, Dr. Jones, called me
16 and he informed me that Mrs. Giannoutsos, Mr.
17 Medas and several other people were in the
18 Personnel office in reference to the evaluation.
19 He wanted to know if I would reconsider and I
20 told him I would not.

21 Q. All right. Was a replacement
22 teacher employed to teach what Mrs. Giannoutsos
23 had been doing the following year?

24 A. Yes.

25 Q. Do you remember when that

1 occurred?

2 A. It was in September.

3 ~~MR. JUREN: All right. I have~~
4 ~~nothing further. If you would, answer Mr.~~
5 ~~Williams, please.~~

7 CROSS-EXAMINATION

8
9 BY MR. WILLIAMS:

10 Q. Miss Mills, you are a school
11 principal, is that correct?

12 A. Yes, I am.

13 Q. And at the time we were talking
14 about you were the principal at the Roberts
15 Park Elementary School; is that correct?

16 A. Yes.

17 Q. Now, school principals don't
18 hire and fire teachers, do they? That's done
19 by the Personnel Department?

20 A. That's correct.

21 Q. And you don't have the authority
22 to terminate a specific teacher, that again
23 goes through the Personnel Department, correct?

24 A. I can recommend.

25 Q. I am talking about hiring and

1 firing, Mrs. Mills.

2 A. All right.

3 Q. So, let's talk about the things
4 I want to talk about. You can make
5 recommendations, we know about that. You told
6 us about that. Now, you know, do you not, Mrs.
7 Mills, that there is an obligation on the part
8 of the Norfolk city school system to give a
9 written notice to a teacher if the intent is
10 not to renew that teacher's contract for the
11 next ensuing year, right?

12 A. Yes.

13 MR. JUREN: I am going to object
14 to that. He is asking her now about opinions of
15 law.

16 THE COURT: Not an opinion of law,
17 just a question of law. Overruled.

18 MR. JUREN: That wasn't covered
19 in direct at all.

20 THE COURT: Overruled. Go ahead.
21 Restate the question.

22
23 BY MR. WILLIAMS:

24 Q. You know, do you not, Mrs. Mills,
25 there is an obligation if the teacher is not

1 going to be renewed for the next ensuing year
2 that the Norfolk city school system has got to
3 give a written notice by April 15 of the next
4 year with the probationary teacher?

5 A. Yes.

6 Q. You know that as you sit here
7 speaking to me today, correct?

8 A. Yes.

9 Q. You knew that in the calendar
10 year 1982, correct?

11 A. Yes.

12 Q. And in 1983, correct?

13 A. Yes.

14 Q. All right. Now, Mrs. Mills, did
15 you bring any notes of any conversations you
16 had with Mrs. Giannoutsos with you today?

17 A. No.

18 Q. Did you bring any notes of any
19 conversations you had with anybody about Mrs.
20 Giannoutsos here with you today?

21 A. No.

22 Q. All right. And you do not
23 pretend to represent to anybody that a written
24 notice was given to Mrs. Giannoutsos, do you?

25 A. That's correct.

1 ~~testimony with anyone or permit them to discuss~~
2 ~~it with me~~

3 MR. JUREN: Your Honor, at this
4 time I would like to read into the record four
5 other admissions and I am almost finished. This
6 would be from the same set of request for
7 admissions propounded on April the 7th, 1987
8 and it would be admissions 2 (e), (f), (g) and
9 (h) which read as follows: Quote: That each
10 of the following statements are true:

11 Subparagraph (e): The plaintiff met with Dr.
12 David Jones, Personnel Director for the Norfolk
13 School Administration, and John Medas,
14 Executive Director of the Education Association
15 of Norfolk and others on July 20, 1983. (f):
16 At a meeting on July 20, 1983 between David
17 Jones, John Medas, the plaintiff, and others --

18 THE COURT: You may want to read
19 slower.

20 MR. JUREN: At a meeting on July
21 20, 1983 between David Jones, John Medas, the
22 plaintiff, and others, on July 20, 1983, a
23 demand was made by Medas, on behalf of the
24 plaintiff, that she be given a contract for the
25 1983-1984 school year.

1 (g): On August 1, 1983, Dr.
2 David Jones, Personnel Director for the Norfolk
3 School Administration, advised John Medas,
4 Executive Director of the Education Association
5 of Norfolk, that a contract for the 1983-1984
6 school year would not be offered to the
7 plaintiff.

8 And (h): On August 1, 1983,
9 John Medas, Executive Director of the Education -
10 should be association of Norfolk, Virginia,
11 advised the plaintiff that the Norfolk School
12 Administration had refused to offer the
13 plaintiff a contract for the 1983-1984 school
14 year.

15 The last thing in our case, Your
16 Honor, is we are going to offer certain
17 portions of the deposition of Mrs. Giannoutsos.

18 THE COURT: You may call for all
19 of them if you like.

20 MR. WILLIAMS: I object to the
21 admission of the transcript of the deposition
22 that was taken. If Mr. Juren wants to put on
23 direct evidence, he can do that.

24 THE COURT: I think that's been
25 resolved. I think that under the rules that can

1 be used for any purpose. I think it's
2 admissible. Your objection is noted.

3 MR. WILLIAMS: It's hearsay.

4 THE COURT: No, I don't think
5 it's hearsay.

6 MR. JUREN: Well, I think it's
7 settled by the case Horne versus Milgrim.

8 THE COURT: It's settled law.

9 MR. JUREN: Your Honor, I am
10 prepared to read it in with Mrs. Tami. My
11 understanding of the procedure is that the
12 reason for that is to not allow a jury to
13 attach undue significance to it being submitted
14 in written form, but I believe that --

15 THE COURT: Do you have a copy
16 of what you want there, what portions you want?
17 I have two copies of it, I think, in my -- I
18 don't know that I do.

19 MR. JUREN: The court reporter
20 was here earlier and Mr. Williams and I
21 stipulated.

22 THE COURT: Why don't you have a
23 seat, Mr. Williams, and take a look and see if
24 there is any objection to that.

25 MR. WILLIAMS: Judge, I haven't

1 looked at this case. It's fine with me, but it
2 says subject to the rules of evidence. I would
3 like to read what it is Mr. Juren wants to
4 offer.

5 THE COURT: That's what I was
6 suggesting. I thought he handed you the portion
7 of the transcript that he wanted.

8 MR. JUREN: Let me make sure we
9 have got the same thing.

10 THE COURT: Let's go off the
11 record. Is that agreeable with counsel that we
12 go off the record?

13 MR. WILLIAMS: Yes, sir.

14
15 (Discussion off the record.)

16
17 MR. WILLIAMS: May it please the
18 Court, I don't have a problem with what Mr.
19 Juren is offering.

20 MR. JUREN: All right. I am
21 sorry, the only copy I have has got yellow
22 highlighting.

23 MR. WILLIAMS: I have one
24 without any yellow highlighting.

25 THE COURT: Let the record

1 indicate that I had stated while we were off
2 the record that I was going to mark in evidence
3 as an exhibit certain excerpts from the
4 deposition of Mrs. Giannoutsos taken August 24,
5 1985. Mr. Juren states that he has some problem
6 with that because of the Milgrim decision and
7 if it is troublesome to you, I will just accept
8 it into evidence under the Milgrim decision.

9 MR. JUREN: Let me read this. In
10 the Milgrim decision on Page 138 it says: The
11 deposition of an adverse party that is received
12 in evidence as substantive proof is oral
13 testimony, not an exhibit. Unless the Court
14 for good cause otherwise directs, it should be
15 read to the jury, not submitted in written form,
16 so that it receives no more emphasis than other
17 oral testimony.

18 THE COURT: Well, we don't have
19 a jury and this is just simply an easy way to
20 refer to it. We can refer to it as exhibit,
21 whatever, so I will mark it as Defendants'
22 Exhibit 7.

23 MR. JUREN: All right, as long
24 as --

25 THE COURT: It's in evidence the

1 same as any documentary evidence would be. It's
2 just we don't have a jury.

3 MR. JUREN: Well, this colloquy
4 on the record, I think, clears it up. The
5 defense would rest then.

6 THE COURT: Rebuttal.

7 MR. WILLIAMS: I call Mrs.
8 Giannoutsos just for a second.

9
10 ANASTASIA GIANNOUTSOS,
11 the Plaintiff, having been previously
12 sworn, was further examined and
13 testified as follows:

14
15 FURTHER EXAMINATION

16
17 BY MR. WILLIAMS:

18 Q. Mrs. Giannoutsos, let me just
19 ask you, did Mrs. Mills at any time prior to
20 April 15th tell you that she would not
21 recommend you for retention as a school teacher
22 in the Norfolk city schools for the next
23 following year?

24 A. No, sir.

25 ~~MR. WILLIAMS: Thank you, Mrs.~~



FOURTH JUDICIAL CIRCUIT OF VIRGINIA
CIRCUIT COURT OF THE CITY OF NORFOLK

LEONARD B. SACHS
JUDGE

100 ST. PAUL'S BOULEVARD
NORFOLK, VIRGINIA 23510
(804) 441-2467

November 23, 1987

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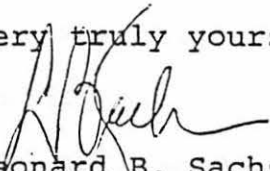
Re: Anastasia M. Giannoutsos
v. The School Board of
the City of Norfolk and
Gene R. Carter, Superintendent
At Law No. L-85-171

RECEIVED
NOV 24 1987
CITY ATTORNEY'S OFFICE

Gentlemen:

Please find enclosed my Amended Memorandum Opinion in
the above-styled case.

Very truly yours,


Leonard B. Sachs
Judge

LBS:se

encl.

AMENDED
MEMORANDUM OPINION

In Re: Anastasia M. Giannoutsos
v. The School Board of the City
of Norfolk and Gene R. Carter,
Superintendent
At Law No. L-85-171

The Proceedings Thus Far

The plaintiff has filed her suit seeking damages in the amount of \$25,000.00 alleging that the plaintiff was employed by the School Board as a probationary teacher, by contract, dated September 10, 1982. That contract is attached to the Motion for Judgment and marked as "Exhibit A" by the plaintiff. Plaintiff states that that contract incorporates and is subject to the terms and conditions of Section 22.1-304 and the other applicable sections of Chapter 15, Article II of Title 22.1 of the Code of Virginia, 1950, as amended, which relate to the employment of teachers.

Counsel for plaintiff urges in his Motion for Judgment that the precisely applicable section of the Code which controls this litigation is Section 22.1-304 of the Code of Virginia which states in its pertinent parts that:

"Reemployment of teacher who has not achieved continuing status; effect of continuing contract resignation of teacher; reduction in number of teachers. - If a teacher who has not achieved continuing contract status receives notice of reemployment, he must accept or reject in writing within fifteen days of receipt of such notice. Except as provided

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in § 22.1-305, written notice of non-renewal of the contract must be given by the school board on or before April fifteenth of each year. If no such notice is given a teacher by April fifteenth, the teacher shall be entitled to a contract for the ensuing year in accordance with local salary stipulations including increments." (Emphasis added.)

Plaintiff complains that she did not receive any written notice as is required by April fifteenth under Section 22.1-304, supra. Accordingly, the plaintiff is of the view that she was "entitled" (according to the language of the statute) to a teaching contract for the forthcoming year (1983-1984) at the then prevailing contract rate for probationary teachers.

The defendants by their counsel have filed a pleading entitled Amended Special Plea of Waiver and/or Estoppel and Exclusivity of Remedy.

It is the position of the attorney for the defendants that the plaintiff is "estopped" from asserting any breach of contract because she signed a letter which is marked as "Exhibit A" for the defendants attached to the Amended Special Plea (or to the original Special Plea).

That letter which is on Norfolk Public School administration letterhead, dated August 24, 1982, addressed to Mrs. Giannoutsos states that:

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"The position for which you are being offered a contract is a temporary one. Your appointment is for the current year only and no implication is intended that you will be continued in this or another position the next year. However, if your performance has been satisfactory and there is a vacancy for which you are qualified, you will be given consideration for further employment."

There was a place on that letter for Mrs. Giannoutsos to note her acceptance of the employment in accordance with the "terms of (that) letter", and she did so and it was dated August 27, 1982.

In the second paragraph of the Amended Special Plea, the defendants allege that the plaintiff "waived" her claim to a subsequent contract by signing that letter.

In the third paragraph the defendants allege that:

"The remedy created and prescribed by the statute for failure to give the specified notice of non-renewal, i.e., entitlement to 'a contract for the ensuing year' was the plaintiff's sole and exclusive remedy, and was lost when not sought within the time period when it was available."

In that paragraph, as can be seen, the defendants have alleged that even if the plaintiff had a right to claim damages for non-renewal, her right or "entitlement was lost when not sought within the time period when it was available".

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After the court filed its original Memorandum of Opinion on February 4, 1987, the defendants filed their Grounds of Defense without waiving any of their prior pleadings.

The Grounds of Defense essentially restated the essence of the Special Plea and the Affirmative Defenses essentially once again asserted the position previously set forth by the defendants in the special pleas, a waiver, estoppel, etc.

A Special Plea of the Statute of Limitations was also filed as was a Request for Admissions. All of the foregoing were filed on April 9, 1987.

On March 31, 1987, the court held a hearing to deal with the case on a factual basis rather than a purely legal basis, which had theretofore been the case.

The court then ordered the defendants to file all of the pleadings that it intended to file so that the parties would be at issue.

Thereafter on April 9th a Request for Admissions was filed on behalf of the defendants as to certain information.

On November 19th another evidentiary hearing was held on the merits. Nothing new has been developed here today. (November 19, 1987). We have simply made the record today for the disposition of

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of the City of Norfolk, et al.

the case on its merits rather than on special pleadings.

All exhibits are now in evidence, all testimony is now in evidence.

The court is now prepared to dispose of the case on its merits.

The Issues Presented

Since the Grounds of Defense on Affirmative Defenses and Special Plea of the Statute of Limitations essentially reincorporate, albeit new pleadings, the same issues presented by the defendant previously in their special pleas, the issues presented as set forth hereafter are identical to those set out in the memorandum opinion of February 4, 1987.

1. Is the plaintiff estopped from claiming a breach of contract based on Section 22.1-304 by reason of her signature upon the letter marked as "Defendants Exhibit A" set forth above?

2. Has the plaintiff waived any claim to an additional year's contract pursuant to Section 22.1-304 by reason of her endorsement of the letter marked "Defendants Exhibit A" attached to the defendants' special plea?

3. Is there a time period within which a probationary teacher must assert her right to the "entitlement" to a "contract for the ensuing year" as set forth in Section 22.1-304 of the Code?

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- (a) If there is a time limit, what is that time limit?
- (b) Is the plaintiff entitled to an evidentiary hearing or trial by a jury to determine whether or not she waived her right to that "entitlement" to a "contract for the ensuing year" as set forth in Section 22.1-304 of the Code by failing to request a contract for the ensuing year prior to the commencement of the ensuing year?
- (c) If the plaintiff did waive her "entitlement", was it a knowing intelligent and intentional waiver of her "entitlement" to a "contract for the ensuing year"?

4. Have the defendants breached their contract with the plaintiff by failing to give notice as required by Section 22.1-304, Code of Virginia, as amended?

5. If the defendants have breached the contract between the School Board and the plaintiff, what are the damages to which the plaintiff is entitled?

Amended Memorandum Opinion
Giannoutsos v. The School Board
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The Facts

Mrs. Giannoutsos at the time of this writing is 68 years of age.

She has been a teacher actively involved in her profession for twenty years out of the last twenty-two.

She first taught in June, 1965, at the John Marshall School in the City of Norfolk. This was an elementary school. She taught there until June, 1973, when she went to New York because her husband went there to open a business.

She taught in a parochial school in New York from 1973 to 1978, when she qualified by passing the New York state's exams, in order to be certified to teach in New York.

She then began to teach in the New York city schools where she taught from 1978, to June, 1982. In April, 1982, while she and her husband were in Norfolk on a visit, her husband passed away and her children who live here wanted her to return since she had no other family in New York. When she returned to Norfolk at the conclusion of the school year in New York, she was certified for teaching in Virginia upon her return and began to do so.

The evidence does not disclose where she received her undergraduate education but at today's hearing we learned that she received a masters degree at Old Dominion University in 1973 in

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reading. She received another masters degree at St. John's in New York in 1977 for Greek bilingual education.

She was tenured in Norfolk City Public School System when she left for New York, but when she returned she was taken on as a probationary teacher and there is no disagreement about that.

She applied for a teaching position in the City of Norfolk and she was given a contract to teach in the City school system. She was assigned to the sixth grade at Roberts Park Elementary School.

On August 24, 1982, she signed a letter which is in evidence. The body of that letter says:

"The position for which you are being offered a contract is a temporary one. Your appointment is for the current year only and no implication is intended that you will be continued in this or another position the next year. However, if your performance has been satisfactory and there is a vacancy for which you are qualified, you will be given consideration for further employment.

Very truly yours,
David E. Jones, Jr.
Director of Personnel

I accept employment this year by the School Board in accordance with the terms of this letter.

Anastasia Giannoutsos/s/
08/27/82."

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This document dated August 24, 1982, but signed on August 27, 1982, is defendants' Exhibit No. 2 entered on November 19, 1987, and a copy of it is attached for convenience to this memorandum as an exhibit.

The transmittal letter of the contract for the 1982-83 school year is marked plaintiff's Exhibit No. 1 on November 19, 1987, and is attached hereto as an exhibit.

The contract of employment is marked plaintiff's Exhibit No. 2 from the hearing on November 19, 1987, and a copy of it is attached hereto also as an exhibit for ready reference in reading this memorandum opinion.

The plaintiff and her principal had some difficulty and the principal did not rate her favorably and testified that she orally recommended against her renewal for the upcoming year. However, that report was not filed until on or about June 1st which would have been approximately six weeks after the April 15, 1983, cutoff date when the plaintiff alleges was the operative date for determining whether or not the plaintiff should have received a notice in writing advising her that she would not be renewed. In fact, the report of the principal which is dated June 1, 1983, and signed by Audrey Mills, the principal of Roberts Park School and is marked as defendants' Exhibit No. 6 in evidence at the hearing on November 19, 1987, does not state that the plaintiff has received

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an unfavorable or adverse recommendation. In fact, the section called "COMMENTS" speaks prospectively of "...a great need for Mrs. Giannoutsos to improve her skills in developing a consistent approach to handling disciplinary problems and student situations". And also that "A continuation of the Helping Teacher service is also needed...."

Mrs. Mills stated today on the stand that she could not hire and fire but only make recommendations, but states that there is no recommendation in writing adverse to the plaintiff here and all that is in the record was her oral recommendation and the teacher evaluation summary.

As the defendants point out in their trial brief tendered on November 19, 1987, the plaintiff in early June, 1983, went to the School Board's personnel department to speak to the staff member who handles teacher applications. That person was Mrs. Leslie Cobbs, who told her that unless she could get her principal's recommendation changed, she would not be eligible for reemployment.

On February 22, 1983, the plaintiff went to a conference at the offices of the Education Association of Norfolk, an adjunct of the Virginia Education Association, where she met with a Mrs. Parks, and thereafter with Mr. Medas, who is the head of the local Teacher

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Education Association office. The reason she went was to try to get some help to resolve the unfavorable ratings she was getting from her principal. At that time according to Mr. Medas the plaintiff was advised that if she did not receive a notice that she was not going to be renewed on or before April 15, 1983, she would be entitled to a contract for the coming year.

Thereafter, Mr. Medas states that Mrs. Parks of his office spoke to the plaintiff on or about April 15 or 16, 1983, and confirmed that no notice of non-renewal had been received by Mrs. Giannoutsos.

On June 12, 1983, Mr. Medas spoke to Mrs. Giannoutsos and confirmed once again that no notice had ever been received from the Board that she was not going to be renewed or that she was going to be renewed.

The contracts, according to Mr. Medas, normally go out for signature for non-tenured teachers in June.

When she did not receive a contract Mr. Medas told her to contact the personnel office at the School Board to see if there was a clerical error. He told her that if it was not a clerical error and that they had simply not renewed her, he told her to demand a contract. She did so but was refused. The witness, Mr. Medas, asked to meet with Dr. Jones, who was the Director of Personnel at that time, and the witness, Mr. Medas, did meet with him to resolve the issue without formal action on July 20, 1983. Mr. Medas advised her

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when that was unsuccessful to seek other employment. The plaintiff did so, but was unable to obtain any other employment until the second semester when she obtained a contract to teach at James Barry Robinson School where, she received the sum of \$7,321.20 for the spring semester.

Mr. Medas testified that her salary for the year 1983-84 had she been permitted to teach would have been \$24,800.00. He also stated that there would have been a contribution by the City in the amount of eleven and one-half percent of her salary and equal to an amount of \$2,762.20 payable to the retirement fund, plus an amount equal to one percent of her salary of \$248.00 for the purchase of life insurance, and medical insurance premiums paid for by the City in the amount of \$805.60. The costs to the City for her contract had she been renewed for the coming year would have been \$28,615.80, according to Mr. Medas.

Mr. Medas at his meeting on July 20, 1983, with Dr. Jones, told Dr. Jones that in his opinion proper notice had not been given and demanded that Mrs. Giannoutsos be given a contract for the 1983-84 school year. On August 1, 1983, Mr. Medas was informed by the plaintiff that she had heard from Dr. Jones' office that she would not be issued a contract.

On August 10, 1983, the plaintiff filed an application for unemployment compensation benefits. On January 25, 1985, approximately

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one and one-half years after being advised that she would not be rehired for the 1983-84 year, she filed this law suit.

The Law

Section 22.1-304 states in its pertinent part:

"Except as provided in Section 22.1-305, written notice of non-renewal of the contract must be given by the school board on or before April 15th of each year. If no such notice is given a teacher by April 15th, the teacher shall be entitled to a contract for the ensuing year in accordance with local salary stipulations including increments."

Section 22.1-305 sets up a sort of grievance procedure after "a division superintendent recommends to the school board non-renewal of the contract of a teacher who has not achieved continuing contract status...."

This has to do with notice in writing and other things, none of which was furnished to the plaintiff in this case, but we need not decide this case on the failure of the School Board to comply with Section 22.1-305, since the plaintiff has not made that section an issue in this case.

It is undisputed that the plaintiff did not receive written notice of non-renewal of the contract at any time. She has never received a notice of non-renewal.

The position of the defendants is that the letter which

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we will call the "waiver letter" which was marked as Exhibit A and filed with the Special Plea by the defendants eliminates the School Board's responsibility for providing the written notice as set forth in Section 22.1-304.

The court is of the opinion and holds that the legislature has seen fit to enact a common plan for regulating the employment of principals and teachers. Among those special plans are the treatment of probationary teachers. It is well known and requires no citation of authority, that every contract incorporates, by operation of law, those portions of the law of the State whether statutory or common law which the legislature has dealt with in specific legislation, dealing with such contracts.

Other examples can be readily found.

The so-called "waiver letter" in fact does not, nor could it, limit or contradict Section 22.1-304. It simply tells Mrs. Giannoutsos that she is a temporary employee who may be hired if she is satisfactory but will not be rehired if not satisfactory. So far as that goes, that is the law of Virginia. However, she is entitled, as a matter of law, pursuant to Section 22.1-304 to "...written notice of non-renewal of the contract...by the school board on or before April fifteenth of each year" and the court so holds.

At the time the court wrote its memorandum opinion in

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February, 1987, certain facts were not available to the court.

It is now clear from the evidence which has been developed at today's hearing, that the plaintiff vigorously pursued a claim for contractual benefits and waived nothing. Since she waived nothing we do not have the hypothetical case that was argued and urged by the attorney for the School Board that the plaintiff could have simply waited to see if the School Board was going to send her a written letter and then sit back and not work and collect a year's pay. Of course, this would not be very profitable to a plaintiff who did not attempt to mitigate his or her damages as Mrs. Giannoutsos did. Since the plaintiff did move quickly and decisively to assert her rights, the court holds that the statutory provision of Section 22.1-304 was incorporated in and was a part of the contract of employment between the plaintiff and the defendant, and the statute of limitations for a contract in writing is five years. Therefore, Mrs. Giannoutsos was neither barred from instituting this suit by waiver, estoppel, or the statute of limitations.

The court concludes then that the plaintiff is entitled to her contractual rights as set forth by the statute: i.e., a contract for the year 1983-84 at the sum of \$24,800.00, plus an amount of compensation in the amount of \$248.00 for the amount that would have been paid for a life insurance policy for her, as well as \$805.60 an amount equal to the sum that would have been paid on her account

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for medical and hospitalization insurance. The court will not allow as an item of damage the sum of \$2,762.20 which is the amount the City would have contributed to the retirement program on her behalf since that goes to a fund and is not earmarked for the plaintiff.

Section 22.1-304 of the Code of Virginia is remedial legislation and should be construed in favor of Mrs. Giannoutsos who is a member of the class to be benefitted. It is an expression of public policy to provide a fundamentally fair method of dealing with untenured teachers so that they can know in sufficient time to plan for their next year's employment if they are not going to be renewed by the Norfolk School System.

The plaintiff will receive a judgment in the amount of \$15,220.40, which is calculated as follows:

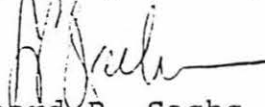
Salary for 1983-84	-	\$24,800.00
Life Insurance Premium for 1983-84	-	248.00
Medical and Hospitali- zation Insurance for 1983-84	-	805.60
Subtotal		<u>\$25,853.60</u>
Less		
Salary Earned at James Barry Robinson as Teacher	-	7,321.20
Unemployment Compensation Benefits Paid 1983-84	-	<u>3,312.00</u>
TOTAL		<u><u>\$15,220.40</u></u>

To this sum will be added the interest from April 15, 1983, the date of the breach.

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Plaintiff's counsel will draft an order and circulate
it for endorsement and forward it to the court for entry.

Very truly yours,


Leonard B. Sachs
Judge

LBS:se

November 23, 1987

NORFOLK PUBLIC SCHOOLS
TEACHER EVALUATION SUMMARY

Anastasia Giannoutsos
Name

Grade 6 Roberts Park School
Position/Location

1. Humanizing of Instruction

- a. Knows the academic strengths and weaknesses of the students. 2
- b. Knows the home and community environment of the students. 1
- c. Treats each child as an individual in accordance with his needs. 1
- d. Understands and appreciates each child as an individual of worth. 1
- e. Helps each child to recognize his potential, to develop his abilities. 1

2. Providing for Individual Differences

- a. Provides different subject matter and learning experiences and has different achievement standards for individual with different abilities and/or past achievements. 2
- b. Provides opportunities for pupils to work independently on meaningful tasks that derive from and contribute to the planned activities of the group. 1

3. Using Appropriate Instructional Materials and Other Resources

- a. Uses additional available reading materials, such as library books and reference materials, magazines and newspapers. 1
- b. Utilizes educational television and/or other audiovisual aids. 1
- c. Plans demonstrations, dramatizations and other classroom activities. 1
- d. Plans field trips related to instructional program. 1
- e. Involves resource persons and school-related youth organizations. 1
- f. Organizes individual and group projects both in and out of school. 1
- g. Takes reasonable care of equipment, supplies and furnishings. 1
- h. Maintains quality of teaching expertise (tests, graphing, board work, etc.). 1

EXHIBIT NO. 6
FOR IDENTIFICATION
ADMITTED 187 11/19/87
JUDGE



4. Organizing Learning Activities to Achieve Specific Purposes
- a. Provides learning activities to develop content skills. 1
 - b. Builds understanding of specific concepts. 2
 - c. Solves meaningful problems. 1
 - d. Develops wholesome attitudes. 1
 - e. Has written lesson plans. 1
5. Providing Favorable Psychological Environment
- a. Develops and uses questioning techniques requiring pupils to employ the higher cognitive processes as well as to demonstrate retention and comprehension. 1
 - b. Encourages pupils to express their ideas. 1
 - c. Involves pupils in planning and conducting class activities under the guidance and direction of the teacher. 2
 - d. Avoids sarcasm and ridicule. 1
 - e. Is enthusiastic. 1
6. Evaluating Progress of Students
- a. Emphasizes the application of knowledge to new situations. 1
 - b. Includes achievement in all areas of instruction, habits of work, attitudes, personal traits and group relationships. 1
 - c. Helps each pupil to develop the ability to evaluate his own progress and to involve him in the evaluation process. 1
7. Personal and Professional
- a. Demonstrates satisfactory knowledge of content area. 2
 - b. Possesses the necessary physical stamina. 1
 - c. Works cooperatively with other staff members. 1
 - d. Meets crises in a helpful manner. 1
 - e. Follows established school and school board procedures. 1
 - f. Recognizes and accepts responsibility for the total operation of the school. 1

- g. Maintains accurate records and submits required forms promptly. 2
- h. Participates in professional organizations in related areas. 1
- i. Strives to achieve and maintain good public relations. 1
- j. Dresses neatly and appropriately for the classroom. 1
- k. Uses correct speech in both oral and written communications. 1
- l. Attends regularly and is prompt. 1
- 8. Other
 - a. Encourages parent visitation and volunteering in the school-house. 1
 - b. Contacts every student's home early in the school year to establish a feeling of partnership between the school and the home (where practicable). 1

COMMENTS: There is still a great need for Mrs. Giannoutsos to improve her skills in developing a consistent approach to handling disciplinary problems and student situations. Students have lost respect and trust for the teacher due to lack of control. A continuation of the Helping Teacher service is also needed in all facets of the curriculum as well as an in depth understanding of the WIS Model.

Audrey W. Miller
Signature of Evaluator

June 1, 1983
Date

Signature of Evaluatee

Date

*KEY: SATISFACTORY, 1; NEEDS IMPROVEMENT, 2; NOT APPLICABLE, 3.

This Article of Agreement, between the SCHOOL BOARD OF THE CITY OF NORFOLK

GIANNOUTSOS, ANASTASIA G.

party of the second part

WITNESSETH, that the said party of the first part agrees to employ and the party of the second part agrees to accept such employment in th

position of

TEACHER

(administrator, supervisor, principal, teacher, librarian or other instructional staff)

subject to the authority of the party of the first part, under the supervision and direction of the division superintendent of schools, and agrees to the following conditions, to wit:

1. That the party of the second part:
 - (a) holds a Virginia certificate or license in full force
 - (b) has completed the requirements for a Virginia certificate or license and has filed application for same
 - (c) will qualify for a Virginia certificate or license prior to the effective date of employment
2. The said party of the second part shall perform such duties during the period of this contract as are deemed necessary by the school board and superintendent for the efficient and successful operation of the school system.
3. The said party of the second part shall comply with all school laws, State Board of Education regulations, and all rules and regulations made by the party of the first part in accordance with law and State Board of Education regulations, and shall make promptly and accurately all reports required by the division superintendent of schools.
4. The said party of the second part hereby swears or affirms allegiance and loyalty to the Constitution of Virginia and the Constitution of the United States.
5. The division superintendent shall have authority to assign to their respective positions in the school wherein they have been placed by the school board all teachers, including principals, and may, with the approval of the school board, reassign any teacher or principal to any school within such division; provided no change or reassignment shall adversely affect the salary of such teachers and, provided, further, that the division superintendent shall make appropriate reports and explanations upon the request of the school board.
6. The said school board, party of the first part, upon recommendation of the division superintendent, reserves the right to dismiss said party of the second part as provided by law, after having given two weeks notice in writing and opportunity to be heard, paying for services rendered in accordance with this agreement to date of dismissal. In case schools are closed temporarily on account of an epidemic or for other necessary cause, the said board may require such loss of time to be made up within the school term or may extend the school term.
7. This contract shall not operate to prevent discontinuance of a position as provided by law.
8. The said party of the second part reserves the right to resign for just cause, giving said school board, party of the first part, two weeks notice in writing and setting forth therein the reason considered just cause for resignation. In the event the board declines to grant the request for release and the party of the second part breaches the contract, the certificate of the party of the second part may be revoked under rules and regulations prescribed by the State Board of Education.
9. The said board, party of the first part, agrees to pay said party of the second part \$23,105 for the school session 1982-83, payable

(1) in **20** installments for services rendered, payable twice each calendar month

or

(2) in accordance with schedule under "Special Covenants."

This contract covers the period 8/24/82 - 6/24/83

within which there shall be a minimum of 180 actual teaching days, plus

10 additional working days for teaching, in-service training, conferences, planning, evaluation, related service and 10 days subject to assignment in the discretion of the party of the first part. In the event this contract is terminated by mutual consent prior to the end of the contract period, payment will be made for services rendered on a daily rate basis to be determined by dividing the annual salary stipulated in this contract by the number of days officially covered under the provisions of this contract.

10. The said school board, party of the first part, shall deduct semi-monthly from the salary due the said party of the second part the computer amount due under the Virginia Supplemental Retirement Act, the Federal Social Security, and Withholding Tax Acts.

11. SPECIAL COVENANTS:

Nothing in this contract shall be construed to authorize the School Board to contract for any financial obligation beyond the period for which funds have been made available with which to meet such obligation by the Council of the City of Norfolk or in amounts in excess of that made available by federal authorities pursuant to federal grants.



In WITNESS WHEREOF, THE PARTIES HEREUNTO HAVE SET THEIR HANDS AND SEAL, THIS 10TH day of SEPTEMBER, 19 82

Constantinos M. Diamantopoulos (L.S.)
Party of the Second Part

WDS AND SEAL, THIS 10TH day of SEPTEMBER, 19 82

Chairman of the Board (L.S.)

George D. Raine (L.S.)

Clerk of the Board

Form No. C-3 (Rev. 6/80)

130

ORIGINAL



Norfolk Public Schools

SCHOOL ADMINISTRATION BUILDING, POST OFFICE BOX 1357
NORFOLK, VIRGINIA 23501

September 10, 1982

Mrs. Anastasia Giannoutsos
115 Conway Avenue
Norfolk, VA 23505

Dear Mrs. Giannoutsos:

Enclosed are the papers as noted below:

_____	Contract
<u>X (1982-83)</u>	Corrected Contract (Salary Adjustment)

The original of the enclosed contract should be signed and returned to this office immediately.

In the case of a corrected contract, please return the employee's copy of the old contract with the original of the corrected one.

Very truly yours,

David E. Jones, Jr.

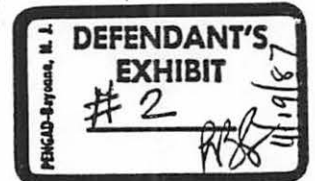
David E. Jones, Jr.
Director of Personnel



Norfolk Public Schools

SCHOOL ADMINISTRATION BUILDING, POST OFFICE BOX 1357
NORFOLK, VIRGINIA 23501

August 24, 1982



Mrs. Anastasia G. Giannoutsos
115 Conway Avenue
Norfolk, VA 23505

Dear Mrs. Giannoutsos:

The position for which you are being offered a contract is a temporary one. Your appointment is for the current year only and no implication is intended that you will be continued in this or another position the next year. However, if your performance has been satisfactory and there is a vacancy for which you are qualified, you will be given consideration for further employment.

Very truly yours,

David E. Jones, Jr.

David E. Jones, Jr.
Director of Personnel

☒ I accept employment this year by the School Board in accordance with the terms of this letter.

Date

8/27/82

Signature

Anastasia Giannoutsos



EAN

Education Association of Norfolk

December 13, 1983

UPDATE

ESP TO GET MID-YEAR RAISES

As a result of last year's efforts by the EAN, Local 52 and others to improve salaries of classified personnel, those employees will receive a one-step increase beginning January 1, 1984. This follows a one-step increase on August 1st, with each step worth approximately 3½%.

In addition to the step increases, the Administration plans to institute a reclassification recommended two years ago by a private consultant. One effect of this reclassification will mean that most classified employees will be eligible for a step increase next fall, even if they are currently on the top of the salary scale.

UNITE AND CONQUER! SECRETARIES TAKE NOTE!

Norfolk Public School secretaries are upset over a recent administrative announcement that their working day would be increased. This unilateral change in working conditions takes place because secretaries do not have a Memorandum of Understanding as do teachers and cafeteria-maintenance workers.

Why has the Administration not agreed to a Memorandum of Understanding for secretaries (and other support personnel)? In response to a meet and discuss proposal last year to establish a Memorandum of Understanding for Educational Support Personnel, the Administration's spokesperson replied that since secretaries were represented by at least three different organizations, a Memorandum was not feasible or desirable. Of the approximately 300 secretaries, roughly 150 belong to the Secretaries Association, 100 to AFT, and 10 to the EAN. But, most teachers belong to the EAN, and over the years, the Association has secured for teachers a Memorandum of Understanding which remains in effect for the entire year and prevents unilateral changes on items of agreement reached through meet and discuss sessions.

The EAN will attempt to represent all of its members, but the famous admonition of Benjamin Franklin should be remembered: We must all hang together or surely we will all hang separately.

FUNKY WINKERBEAN



MERIT PAY PANEL COMES TO BLUEWATER: NORFOLK IN NO IMMEDIATE DANGER

The Governor's Special Advisory Committee on Merit Pay and Master Teacher Plans held hearings across the state on December 5th on its proposed pilot merit pay plan. Representatives of the VEA, including Harrietta Eley of Norfolk, spoke at each location expressing objections to the plan's poor design and the failure to address the need to raise salaries of all teachers before merit pay is attempted. Three VEA members serve on the Advisory Committee, and the VEA is the only teacher organization represented. The VEA members will present a minority report if the Committee makes a final recommendation for merit pay.

While there has certainly been much discussion of merit pay in Virginia and the nation, the Chairman of the Norfolk School Board, Thomas G. Johnson, and Superintendent Gene Carter have both publicly expressed reservations about the idea. A 1983 salary study commissioned by the School Board recommended against merit pay.

For a thorough discussion of merit pay, members are urged to review the excellent material in the November 1983 issue of the Virginia Journal of Education.

THE NOTE I JUST GOT SAYS
"DUE TO A SHORTAGE OF
TEACHERS, WE ARE GOING
TO SUE YOU."



MEMBERS' RIGHTS CASES SOON TO BECOME PUBLIC ISSUES

Since the start of the school year, EAN has assisted members with 4 proposed dismissals, 2 threatened non-renewals of probationary contracts, 6 grievances, 3 suspensions, 4 reprimands and 2 Programs of Action. Two of those cases appear headed for major public attention.

In one case, the Virginia Education Association will support a suit in circuit court for failure to properly notify a probationary teacher by April 15 before non-renewing her contract. (In what is to become a major test case for Virginia teachers of the April 15th notice law,

the EAN attorneys will seek restoration of back pay, plus the issuance of a continuing contract.

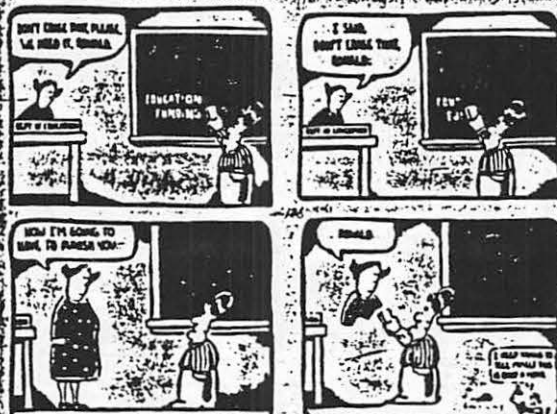
The Roberts Park case, whose name will be made public at the time of the filing of the suit in January, was given a one-year contract for the 1982-83 school year. She taught in New York City for several years after achieving continuing contract status in Norfolk in 1973. Along with her one-year contract, she was given a letter stating that the contract was only for one year. Subsequent to that letter, the teacher never received notice prior to April 15th, 1983, of non-renewal. Absent that notice, the teacher was unable to pursue remedies available to probationary teachers and was also unable to seek employment elsewhere until most positions were already filled. She did not learn that a contract would not be issued to her until the last day of the 1982-83 school year.

The practice of issuing letters of non-renewal at the time a contract is signed has been going on in Norfolk for some years and is found in several other Virginia localities. Attorneys for the EAN and the VEA see this as a major member rights test case.

In the second case soon to become a major issue, a teacher at Larrymore Elementary School is being recommended for dismissal because of comments made to a local weekly newspaper last April regarding the curriculum in Norfolk Public Schools and the manner in which her principal discouraged the study of Black History.

The teacher has been unassigned for this school year, but is drawing full salary pending the outcome of her hearing. Because freedom of speech is an issue in this case, the EAN has opted for Norfolk's first ever public fact-finding panel hearing to be held January 12th and 13th before a professional arbitrator from the American Arbitration Association.

The teacher has also requested investigations by the Equal Employment Opportunities Commission and the Office of Civil Rights.



Guides to Better Understanding

- Homeowners Insurance
- Life Insurance
- Disability Income Insurance
- Tax-Deferred Annuities
- Health Insurance
- Travel Insurance
- Auto Insurance

All offer clear, unbiased consumer information. And, they're yours free for the asking. For your free copy, write:

NEA Special Service Response Center
51 Monroe Street, Suite 200
Rockville, Maryland 20850



LEGISLATIVE RECEPTION CRUNCHES EAN GENERAL ASSEMBLY LOBBYING

EAN leaders and members of the Norfolk Delegation to the General Assembly mixed business with pleasure on November 30th at the EAN's legislative reception held at the EAN office. The Board of Directors, Legislative Commission members and Legislative Contact Team members hosted the Delegates and Senators at an event that seemed more like a family reunion than a lobbying event. Most of the legislators were present, and those who could not attend sent their legislative aides. Comradie and good will among EAN leaders and the legislators was evident as the event stretched into the late hours and several legislators delayed attending another meeting to which most were expected.

HAILEY AND WASHINGTON HONORED AS "FRIENDS OF EDUCATION"

Two longtime, staunch supporters of Norfolk teachers and support personnel were honored at the December Representative Council and awarded the EAN's Friends of Education Award. State Senator Evelyn M. Hailey and Delegate Robert E. Washington are completing a decade of service in the General Assembly this year. They have compiled a marvelous record in support of VEA legislative goals and will be sorely missed by all Virginia teachers.

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF NORFOLK

ANASTASIA GIANNOUTSOS,

Plaintiff,

v.

AT LAW

NO. L85-171

THE SCHOOL BOARD OF THE CITY
OF NORFOLK, VIRGINIA, and

GENE R. CARTER, in his official
capacity as superintendent of
schools for the City of Norfolk,
Virginia,

Defendants.

FINAL JUDGMENT ORDER

On the 19th day of November, 1987, came the plaintiff, Anastasia M. Giannoutsos, in person and by counsel and came as well the defendants, the School Board of the City of Norfolk and Gene R. Carter, in his official capacity as superintendent of schools for the City of Norfolk, Virginia, by counsel, neither the plaintiff nor the defendants having demanded trial of the issues herein by jury and having thereby elected and requested that all matters of law and fact be submitted to the court for hearing and determination without the intervention of a jury, the court, having fully heard the evidence and arguments of counsel and for the reasons set forth in its November 23, 1987 Amended Memorandum Opinion, overrules the defendants' special pleas of waiver, estoppel and exclusivity of remedy and finds for the plaintiff, Anastasia M. Giannoutsos, in the sum of fifteen thousand two hundred twenty and 40/100 dollars (\$15,220.40) together with interest thereon from the (15th) day of April, 1983

until paid, to which action of the court the defendants object and except.

It is, therefore, ADJUDGED, ORDERED and DECREED that the plaintiff, Anastasia M. Giannoutsos, recover from and have judgment against the School Board of the City of Norfolk and Gene R. Carter, in his official capacity as superintendent of schools for the City of Norfolk, Virginia, and each of them, in the sum of fifteen thousand two hundred twenty and 40/100 dollars (\$15,220.40) together with interest thereon at the legal rate of interest for April 15, 1983 to the date of the entry of this Order and with interest thereon of the judgment rate of interest from and after the date of entry of this Order until paid.

And it appearing to the Court that defendants, The School Board of the City of Norfolk and Gene R. Carter, intend to prosecute an appeal of this action in the Supreme Court of Virginia, it is hereby ORDERED that execution of the judgment rendered is suspended pending the prosecution of said appeal and so long as this matter is under consideration by the Supreme Court, provided that the School Board of the City of Norfolk, or Gene R. Carter, or someone for them, shall file an appeal bond in the Clerk's Office of this Court within 30 days of the entry of this order in the amount of \$35,000, conditioned according to the provisions of §8.01-676.1 of the Code of Virginia of 1950, as amended.

To all of which the defendants objected on the grounds stated in objections at trial, as stated in memoranda submitted

to the Court and as stated orally to the Court, all of the same being expressly incorporated herein.

ENTER:



Judge Leonard B. Sachs

I ASK FOR THIS:

Shirley L. Miller p.q.

2/1/88

A COPY, TESTE WILLIAM T. RYAN, CLERK

BY: M. Colby D.C.

SEEN AND OBJECTED TO:

Harold P. Jurea p.d.

ASSIGNMENTS OF ERROR

Petitioners, the School Board of the City of Norfolk and Gene R. Carter, Superintendent, assign as error the following:

1. The trial court erred in holding that the letter dated August 24, 1982, signed by the plaintiff prior to her employment and which set forth as a condition of employment that her service was to be "temporary" and "for the current year only," did not satisfy the requirement of Virginia Code §22.1-304 of a "written notice of nonrenewal."

2. The trial court erred in rejecting evidence that plaintiff's advisor and agent represented publicly that the August 24, 1982 letter was a "nonrenewal" notice.

3. The trial court erred in holding that the statutory remedy created by Virginia Code §22.1-304 for failure to give a notice of nonrenewal by April 15, 1983, i.e., "entitlement" to "a contract for the ensuing year," was not the plaintiff's exclusive remedy and was not lost when not sought within the time period when it was available, i.e., prior to the beginning of the 1983-1984 school year.

4. The trial court erred in holding that the plaintiff was not barred by the applicable statute of limitations from asserting a claim for a sum of money as an alternative to receiving a teaching contract for the 1983-1984 school year.

5. The trial court erred in holding that the plaintiff's signing of the August 24, 1982 letter prior to her employment which recited that her position was to be "temporary," that her "appointment" was "for the current year only," and that no "implication" was intended that she would be continued in any position the next year, and which she signed under a statement that "I accept employment . . . in accordance with the terms of this letter," did not waive her right to another notice of nonrenewal later during the school year and did not estop her from asserting an additional claim to notice of nonrenewal.

6. The trial court erred in holding, based upon all the evidence of the plaintiff's knowledge and conduct, that she did not waive her right to assert a claim to a teaching contract for the 1983-1984 school year, and was not estopped by her conduct, silence and/or acquiescence to assert a claim to a teaching contract for the 1983-1984 school year.

7. The trial court erred in awarding the plaintiff prejudgment interest, which was not even claimed in the Motion for Judgment, from April 15, 1983, a date prior to the accrual of any contractual or monetary obligation.



SCHOOL ADMINISTRATION BUILDING, POST OFFICE BOX 1357
NORFOLK, VIRGINIA 23501

September 10, 1982

Mrs. Anastasia Giannoutsos
115 Conway Avenue
Norfolk, VA 23505

Dear Mrs. Giannoutsos:

Enclosed are the papers as noted below:

_____ Contract
X (1982-83) Corrected Contract (Salary Adjustment)

The original of the enclosed contract should be signed and returned to this office immediately.

In the case of a corrected contract, please return the employee's copy of the old contract with the original of the corrected one.

Very truly yours,

David E. Jones, Jr.
Director of Personnel



ANNUAL CONTRACT WITH PROFESSIONAL PERSONNEL

This Article of Agreement, between the SCHOOL BOARD OF THE CITY OF NORFOLK

State of Virginia, party of the first part, and **GIANNOUTSOS, ANASTASIA G.** party of the second part;
WITNESSETH, that the said party of the first part agrees to employ and the party of the second part agrees to accept such employment in the
position of **TEACHER**

(administrator, supervisor, principal, teacher, librarian or other instructional staff)

subject to the authority of the party of the first part, under the supervision and direction of the division superintendent of schools, and agrees to the following conditions, to wit:

1. That the party of the second part:
 - (a) holds a Virginia certificate or license in full force
 - (b) has completed the requirements for a Virginia certificate or license and has filed application for same
 - (c) will qualify for a Virginia certificate or license prior to the effective date of employment
2. The said party of the second part shall perform such duties during the period of this contract as are deemed necessary by the school board and superintendent for the efficient and successful operation of the school system.
3. The said party of the second part shall comply with all school laws, State Board of Education regulations, and all rules and regulations made by the party of the first part in accordance with law and State Board of Education regulations, and shall make promptly and accurately all reports required by the division superintendent of schools.
4. The said party of the second part hereby swears or affirms allegiance and loyalty to the Constitution of Virginia and the Constitution of the United States.
5. The division superintendent shall have authority to assign to their respective positions in the school wherein they have been placed by the school board all teachers, including principals, and may, with the approval of the school board, reassign any teacher or principal to any school within such division; provided no change or reassignment shall adversely affect the salary of such teachers and, provided, further, that the division superintendent shall make appropriate reports and explanations upon the request of the school board.
6. The said school board, party of the first part, upon recommendation of the division superintendent, reserves the right to dismiss said party of the second part as provided by law, after having given two weeks notice in writing and opportunity to be heard, paying for services rendered in accordance with this agreement to date of dismissal. In case schools are closed temporarily on account of an epidemic or for other necessary cause, the said board may require such loss of time to be made up within the school term or may extend the school term.
7. This contract shall not operate to prevent discontinuance of a position as provided by law.
8. The said party of the second part reserves the right to resign for just cause, giving said school board, party of the first part, two weeks notice in writing and setting forth therein the reason considered just cause for resignation. In the event the board declines to grant the request for release, and the party of the second part breaches the contract, the certificate of the party of the second part may be revoked under rules and regulations prescribed by the State Board of Education.
9. The said board, party of the first part, agrees to pay said party of the second part \$23,105 for the school session 1982-83, payable:
 - (1) in 20 installments for services rendered, payable twice each calendar month
 - or
 - (2) in accordance with schedule under "Special Covenants."

This contract covers the period 8/24/82 - 6/24/83 within which there shall be a minimum of 180 actual teaching days, plus

and 10 additional working days for teaching, in-service training, conferences, planning, evaluation, related services, days subject to assignment in the discretion of the party of the first part. In the event this contract is terminated by mutual consent prior to the end of the contract period, payment will be made for services rendered on a daily rate basis to be determined by dividing the annual salary stipulated in this contract by the number of days officially covered under the provisions of this contract.

10. The said school board, party of the first part, shall deduct semi-monthly from the salary due the said party of the second part the computed amount due under the Virginia Supplemental Retirement Act, the Federal Social Security, and Withholding Tax Acts.

11. SPECIAL COVENANTS:

Nothing in this contract shall be construed to authorize the School Board to contract for any financial obligation beyond the period for which funds have been made available with which to meet such obligation by the Council of the City of Norfolk or in amounts in excess of that made available by federal authorities pursuant to federal grants.



In WITNESS WHEREOF, THE PARTIES HEREUNTO HAVE SET THEIR HANDS AND SEAL, THIS 10TH day of SEPTEMBER, 19 82

Anastasia M. Giannoutsos (L.S.)
Party of the Second Part

George D. Raine (L.S.)
Chairman of the Board
George D. Raine (L.S.)
Clerk of the Board



EAN

Education Association of Norfolk

December 13, 1983

UPDATE

ESP TO GET MID-YEAR RAISES

As a result of last year's efforts by the EAN, Local 52 and others to improve salaries of classified personnel, those employees will receive a one-step increase beginning January 1, 1984. This follows a one-step increase on August 1st, with each step worth approximately 3 1/2%.

In addition to the step increases, the Administration plans to institute a reclassification recommended two years ago by a private consultant. One effect of this reclassification will mean that most classified employees will be eligible for a step increase next fall, even if they are currently on the top of the salary scale.

DAVIDE AND CONQUER: SECRETARIES TAKE NOTE

Norfolk Public School secretaries are upset over a recent administrative announcement that their working day would be increased. This unilateral change in working conditions takes place because secretaries do not have a Memorandum of Understanding as do teachers and cafeteria maintenance workers.

Why has the Administration not agreed to a Memorandum of Understanding for secretaries (and other support personnel)? In response to a meet and discuss proposal last year to establish a Memorandum of Understanding for Educational Support Personnel, the Administration's spokesperson replied that since secretaries were represented by at least three different organizations, a Memorandum was not feasible or desirable. Of the approximately 300 secretaries, roughly 150 belong to the Secretaries Association, 100 to AFT, and 10 to the EAN. But, most teachers belong to the EAN, and over the years, the Association has secured for teachers a Memorandum of Understanding which remains in effect for the entire year and prevents unilateral changes on items of agreement reached through meet and discuss sessions.

The EAN will attempt to represent all of its members, but the famous admonition of Benjamin Franklin should be remembered: We must all hang together or surely we will all hang separately.

FUNKY WINKERBEAN



MERIT PAY PANEL COMES TO ELLENDALE: NORFOLK IN NO HURRY TO CHANGE

The Governor's Special Advisory Committee on Merit Pay and Master Teacher Plans held hearings across the state on December 5th on its proposed pilot merit pay plan. Representatives of the VEA, including Harrietta Eley of Norfolk, spoke at each location expressing objections to the plan's poor design and the failure to address the need to raise salaries of all teachers before merit pay is attempted. Three VEA members serve on the Advisory Committee, and the VEA is the only teacher organization represented. The VEA members will present a minority report if the Committee makes a final recommendation for merit pay.

While there has certainly been much discussion of merit pay in Virginia and the nation, the Chairman of the Norfolk School Board, Thomas G. Johnson, and Superintendent Gene Carter have both publicly expressed reservations about the idea. A 1983 salary study commissioned by the School Board recommended against merit pay.

For a thorough discussion of merit pay, members are urged to review the excellent material in the November 1983 issue of the Virginia Journal of Education.

#1-
Refused

THE MORE I KNOW ABOUT YOU,
THE MORE I WANT TO KNOW ABOUT YOU.
THE MORE I WANT TO KNOW ABOUT YOU,
THE MORE I WANT TO KNOW ABOUT YOU.



MEMBERS RIGHTS CASES SOON TO BECOME PUBLIC ISSUES

Since the start of the school year, EAN has assisted members with 4 proposed dismissals, 2 threatened non-renewals of probationary contracts, 6 grievances, 3 suspensions, 4 reprimands and 2 Programs of Action. Two of those cases appear headed for major public attention.

In one case, the Virginia Education Association will support a suit in circuit court for failure to properly notify a probationary teacher by April 15 before non-renewing her contract. In what is to become a major test case for Virginia teachers of the April 15th notice law,

the EAN attorneys will seek restoration of back pay, plus the issuance of a continuing contract.

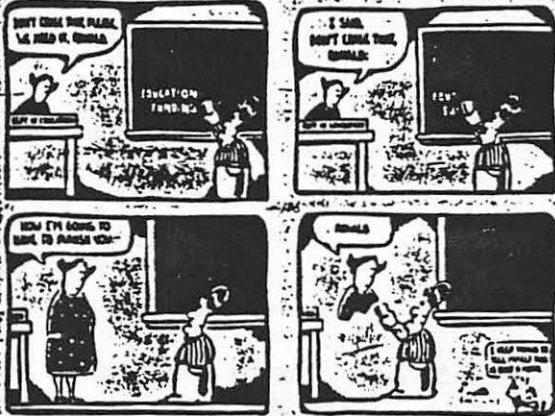
The Roberts Park case, whose name will be made public at the time of the filing of the suit in January, was given a one-year contract for the 1982-83 school year. She taught in New York City for several years after achieving continuing contract status in Norfolk in 1973. Along with her one-year contract, she was given a letter stating that the contract was only for one year. Subsequent to that letter, the teacher never received notice prior to April 15th, 1983, of non-renewal. Absent that notice, the teacher was unable to pursue remedies available to probationary teachers and was also unable to seek employment elsewhere until most positions were already filled. She did not learn that a contract would not be issued to her until the last day of the 1982-83 school year.

The practice of issuing letters of non-renewal at the time a contract is signed has been going on in Norfolk for some years and is found in several other Virginia localities. Attorneys for the EAN and the VEA see this as a major member rights test case.

In the second case soon to become a major issue, a teacher at Larrymore Elementary School is being recommended for dismissal because of comments made to a local weekly newspaper last April regarding the curriculum in Norfolk Public Schools and the manner in which her principal discouraged the study of Black History.

The teacher has been unassigned for this school year, but is drawing full salary pending the outcome of her hearing. Because freedom of speech is an issue in this case, the EAN has opted for Norfolk's first ever public fact-finding panel hearing to be held January 12th and 13th before a professional arbitrator from the American Arbitration Association.

The teacher has also requested investigations by the Equal Employment Opportunities Commission and the Office of Civil Rights.



Guides to Better Understanding

- Homeowners Insurance
 - Life Insurance
 - Disability Income Insurance
 - Tax-Deferred Annuities
 - Health Insurance
 - Travel Insurance
 - Auto Insurance
- All offer clear, unbiased consumer information. And, they're yours free for the asking. For your free copy, write:

NEA Special Service Response Center
51 Monroe Street, Suite 200
Rockville, Maryland 20850



LEGISLATIVE RECEPTION CRUNCHES EAN GENERAL ASSEMBLY LOBBYING

EAN leaders and members of the Norfolk Delegation to the General Assembly mixed business with pleasure on November 30th at the EAN's legislative reception held at the EAN office. The Board of Directors, Legislative Commission members and Legislative Contact Team members hosted the Delegates and Senators at an event that seemed more like a family reunion than a lobbying event. Most of the legislators were present, and those who could not attend sent their legislative aides. Comradery and good will among EAN leaders and the legislators was evident as the event stretched into the late hours and several legislators delayed attending another meeting to which most were expected.

HAILEY AND WASHINGTON HONORED AS "FRIENDS OF EDUCATION"

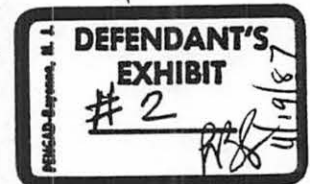
Two longtime, staunch supporters of Norfolk teachers and support personnel were honored at the December Representative Council and awarded the EAN's Friends of Education Award. State Senator Evelyn M. Hailey and Delegate Robert E. Washington are completing a decade of service in the General Assembly this year. They have compiled a marvelous record in support of VEA legislative goals and will be sorely missed by all Virginia teachers.

Norfolk Public Schools



SCHOOL ADMINISTRATION BUILDING, POST OFFICE BOX 1357
NORFOLK, VIRGINIA 23501

August 24, 1982



Mrs. Anastasia G. Giannoutsos
115 Conway Avenue
Norfolk, VA 23505

Dear Mrs. Giannoutsos:

The position for which you are being offered a contract is a temporary one. Your appointment is for the current year only and no implication is intended that you will be continued in this or another position the next year. However, if your performance has been satisfactory and there is a vacancy for which you are qualified, you will be given consideration for further employment.

Very truly yours,

David E. Jones, Jr.

David E. Jones, Jr.
Director of Personnel

☒ I accept employment this year by the School Board in accordance with the terms of this letter.

Date

8/27/82

Signature

Anastasia Giannoutsos



APPROPRIATE BLOCKS

NOTICE OF CLAIM AND REQUEST FOR SEPARATION AND WAGE INFORMATION

11 SOCIAL SECURITY NUMBER

226 22 11 73

ANASTASIA M. GIANNOUTSOS

115 Conway Ave

Norfolk Va 23505

8-7-83

12 YEAR OF BIRTH 1919

CMG. W

IND. 82

OWNER 3

OCC. CODE 092

13 DO YOU LIVE IN A COUNTY? IF "YES," ENTER NAME OF COUNTY. YES ☐ NO ☒

14 HAVE YOU HAD ANY ACTIVE MILITARY SERVICE DURING THE LAST 18 MONTHS? YES ☐ NO ☒

15 HAVE YOU WORKED FOR THE FEDERAL GOVERNMENT AS A CIVILIAN DURING THE LAST 18 MONTHS? YES ☐ NO ☒

16 HAVE YOU WORKED IN ANY OTHER STATE DURING THE LAST 24 MONTHS? YES ☒ NO ☐

17 HAVE YOU WORKED FOR AN EDUCATIONAL INSTITUTION DURING THE LAST 18 MONTHS? YES ☒ NO ☐

18 HAVE YOU APPLIED FOR OR ARE YOU RECEIVING ANY KIND OF PENSION? YES ☐ NO ☒

19 ARE YOU A CITIZEN OF THE UNITED STATES? YES ☒ NO ☐

20 HAVE YOU FILED ANY CLAIM FOR UNEMPLOYMENT BENEFITS, EITHER IN VIRGINIA OR IN ANY OTHER STATE DURING THE PAST 12 MONTHS? YES ☐ NO ☒

STARTED WORK ABOVE EMPLOYER) 8-23-82

9 LAST DAY WORKED (FOR ABOVE EMPLOYER) 1-10-83

IN FOR SEPARATION ABOVE EMPLOYER) End of Contract

SIGNATURE OF CLAIMANT

SIGNATURE OF CLAIMS TAKER AND WITNESS

DATE CLAIM TAKEN 8-10-83

EMPLOYER: The individual named above has filed a claim for unemployment compensation benefits and has named you as a former employer. The information reported below is required pursuant to the Virginia Unemployment Compensation Act and is needed to determine the claimant's entitlement to benefits. This information may be disseminated to other governmental agencies subject to the Virginia Privacy Protection Act for use in the proper administration of law.

IMPORTANT: Give complete information regarding the claimant's separation from your employ. The information you provide will be considered in the determination to award or deny benefits. Unless this form is completed and returned to the address shown on the reverse within 5 calendar days after receipt, benefits may be awarded without considering your reason for this claimant's unemployment.

8. When there is an issue concerning benefit entitlement, a predetermination fact-finding proceeding, which you may attend, will be scheduled. Do you wish to attend? YES ☐ NO ☒ If "Yes," you will be notified of the time and place of the proceeding.

9. Enter an "X" in the appropriate block to indicate the reason for claimant's separation from your employ.

☒ Lack of work

☐ Discharged

☐ Vacation

☐ Left voluntarily

☐ Labor dispute

*Explain in detail under "remarks."

REMARKS

DEFENDANT'S EXHIBIT

205

workers' and Unemployment Compensation Specialist

8/11/83

Form VEC-B-108 (R. 12/82)

NORFOLK PUBLIC SCHOOLS
TEACHER EVALUATION SUMMARY

Anastasia Giannoutsos
Name

Grade 6 Roberts Park School
Position/Location

1. Humanizing of Instruction

- a. Knows the academic strengths and weaknesses of the students. 2
- b. Knows the home and community environment of the students. 1
- c. Treats each child as an individual in accordance with his needs. 1
- d. Understands and appreciates each child as an individual of worth. 1
- e. Helps each child to recognize his potential, to develop his abilities. 1

2. Providing for Individual Differences

- a. Provides different subject matter and learning experiences and has different achievement standards for individual with different abilities and/or past achievements. 2
- b. Provides opportunities for pupils to work independently on meaningful tasks that derive from and contribute to the planned activities of the group. 1

3. Using Appropriate Instructional Materials and Other Resources

- a. Uses additional available reading materials, such as library books and reference materials, magazines and newspapers. 1
- b. Utilizes educational television and/or other audiovisual aids. 1
- c. Plans demonstrations, dramatizations and other classroom activities. 1
- d. Plans field trips related to instructional program. 1
- e. Involves resource persons and school-related youth organizations. 1
- f. Organizes individual and group projects both in and out of school. 1
- g. Takes reasonable care of equipment, supplies and furnishings. 1
- h. Maintains quality of teaching expertise (tests, graphing, board work, etc.). 1

EXHIBIT NO. 6
FOR IDENTIFICATION
ADMITTED
206 *[Signature]* 11/19/87



4. Organizing Learning Activities to Achieve Specific Purposes

- a. Provides learning activities to develop content skills. 1
- b. Builds understanding of specific concepts. 2
- c. Solves meaningful problems. 1
- d. Develops wholesome attitudes. 1
- e. Has written lesson plans. 1

5. Providing Favorable Psychological Environment

- a. Develops and uses questioning techniques requiring pupils to employ the higher cognitive processes as well as to demonstrate retention and comprehension. 1
- b. Encourages pupils to express their ideas. 1
- c. Involves pupils in planning and conducting class activities under the guidance and direction of the teacher. 2
- d. Avoids sarcasm and ridicule. 1
- e. Is enthusiastic. 1

6. Evaluating Progress of Students

- a. Emphasizes the application of knowledge to new situations. 1
- b. Includes achievement in all areas of instruction, habits of work, attitudes, personal traits and group relationships. 1
- c. Helps each pupil to develop the ability to evaluate his own progress and to involve him in the evaluation process. 1

7. Personal and Professional

- a. Demonstrates satisfactory knowledge of content area. 2
- b. Possesses the necessary physical stamina. 1
- c. Works cooperatively with other staff members. 1
- d. Meets crises in a helpful manner. 1
- e. Follows established school and school board procedures. 1
- f. Recognizes and accepts responsibility for the total operation of the school. 1

- g. Maintains accurate records and submits required forms promptly. 2
- h. Participates in professional organizations in related areas. 1
- i. Strives to achieve and maintain good public relations. 1
- j. Dresses neatly and appropriately for the classroom. 1
- k. Uses correct speech in both oral and written communications. 1
- l. Attends regularly and is prompt. 1
- 8. Other
 - a. Encourages parent visitation and volunteering in the school-house. 1
 - b. Contacts every student's home early in the school year to establish a feeling of partnership between the school and the home (where practicable). 1

COMMENTS: There is still a great need for Mrs. Giannoutsos to improve her skills in developing a consistent approach to handling disciplinary problems and student situations. Students have lost respect and trust for the teacher due to lack of control. A continuation of the Helping Teacher service is also needed in all facets of the curriculum as well as an in depth understanding of the WIS Model.

Andrew W. Miller
Signature of Evaluator

Signature of Evaluatee

June 1, 1983
Date

Date

*KEY: SATISFACTORY, 1; NEEDS IMPROVEMENT, 2; NOT APPLICABLE, 3.

Δ EXHIBIT NO. 7
FOR IDENTIFICATION.
ADMITTED REFUSED

JUDGE

EXCERPTS FROM

DEPOSITION OF ANASTASIA M. CIANNOUTSOS

AUGUST 24, 1985

SUMMARY OF DEPOSITION ABSTRACTS

Page 1, line 1, Through Page 3, line 25

Cover page, list of exhibits, preliminary explanations and identification of plaintiff.

Page 5, lines 13-16

Began teaching in Norfolk Public Schools in 1965.

Page 17, line 9 Through Page 20, line 7

Different types of teacher contracts used by Norfolk Public Schools (annual and continuing), notifications of non-renewal of employment and plaintiff's familiarity with them, customary receipt of contracts by end of school year and of non-renewal notices before the end of the school year.

Page 22, lines 9-23

Resignation from Norfolk Public Schools in 1973, membership in NEA (National Education Association) and EAN (Education Association of Norfolk).

Page 32, lines 3-15

Applied to Norfolk School System in 1982, sent in application and was then asked to come in to Personnel Office for interview in May or June, 1982.

Page 35, line 14 Through Page 37, line 21

Interviewed by a Miss Cobb in Personnel Office, was told and understood she had to sign the one-year agreement to get the job, was told the one available position was for that one year, "That particular job at the particular school".

Page 67, lines 10-24

Plaintiff's July 6, 1983 response to adverse teacher evaluation.

Page 71, line 12 Through Page 77, line 22

Conference with School System Director of Personnel in July, 1983, in company with Mr. Medas, Executive Director of National Education Association, discussion of plaintiff's rights, subsequent telephone conversation with Director of Personnel several days later when he advised she would not be considered for re-employment; plaintiff's knowledge of her rights to an April 15 notice of non-retention in April, 1983.

Page 82, lines 4-16

Expectation of compensation payment even though not employed as teacher.

Page 77, lines 23-25, Page 78, line 11, Through Page 79, line 25
Page 82, line 17 Through Page 84, line 7

Application for unemployment benefits, statement of reason for separation from School System as "end of contract - no more work"; receipt of unemployment benefits

1 VIRGINIA:

2 IN THE CIRCUIT COURT OF THE CITY OF NORFOLK

3
4 ANASTASIA M. GIANNOUTSOS,

5 Plaintiff,

6 vs.

L-85-171

7 THE SCHOOOL BOARD OF THE CITY

8 OF NORFOLK, et. al.

9 Defendants.

10 -----

11 Discovery deposition of Anastasia M.
12 Giannoutsos, the Plaintiff, taken by and before
13 Barbara A. W. Jenkins, CSR, RPR, CM, a Notary Public
14 in and for the Commonwealth of Virginia at Large,
15 commencing on August 24, 1985, at the offices of the
16 City Attorney, 908 City Hall Building, Norfolk,
17 Virginia.

18 Sacks, Sacks & Larkin,

19 David L. Williams, Esq.,

20 Counsel for the Plaintiff,

21
22 Harold P. Juren, Deputy City

23 Attorney, and Bernard A. Pishko,

24 Assistant City Attorney,

25 Counsel for the Defendant.

DEFENDANT'S DEPOSITION EXHIBITS

	<u>NUMBER</u>	<u>PAGE</u>
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21	18	50
22	19	61
23	20	69
24	21	78
25	22	81

1 ANASTASIA M. GIANNOUTSOS,

2 called as a witness, having been

3 first duly sworn, was examined and

4 testified as follows:

5
6 EXAMINATION BY MR. JUREN:

7 Q. Would you give us your name, please?

8 A. Anastasia Marina Giannoutsos.

9 Q. Miss Giannoutsos, before we get
10 started, let me tell you two things. First of all,
11 if you will -- if you do not understand any question
12 that I ask you, please tell me or please ask me to
13 repeat it and I will be glad to do so.

14 Secondly, if you will let me get the
15 whole question out before you answer, it will make
16 it easier for Miss Jenkins because she has to take
17 this down, the questions and answers. And if both
18 of us are talking at the same time, it's hard, her
19 fingers just won't work that fast.

20 Q. What is your present address?

21 A. 115 Conway Avenue, Norfolk, Virginia.

22 Q. And are you currently employed?

23 A. Yes, sir.

24 Q. Where are you currently employed?

25 A. James Barry Robinson Institute.

! 214

13 Q. All right. Now, as I understand it,
14 you first began teaching in the Norfolk School
15 System in the mid 1960's.

16 A. 1965.

9 Q. All right. Now, some of the
10 contracts -- some of the contracts were annual
11 contracts. Were you familiar with the differences
12 between those two kinds?

13 A. I know that you got an annual
14 contract until you had served, I don't remember the
15 exact number of years, and then you went on a
16 continuing contract.

17 Q. All right. Then after you got the
18 continuing contract, instead of a new contract every
19 year, you would just get a notice that would change
20 the compensation?

21 A. Yes, sir.

22 Q. Was it routine that you would receive
23 these, either the contracts or the salary notices,
24 sometime before the beginning of the school year?

25 A. Usually we got -- we expected them

1 and got them in March.

2 Q. All right. I notice --

3 A. Or if we didn't -- not the contract
4 itself, but we got a notification that we would or
5 we would not be working that year in the school or
6 we would be in that school or not be in that school
7 if we had a continuing contract. For instance, if
8 we were to change schools in March, we would get a
9 notification at the school.

10 Q. All right. But I see that the dates
11 of some of these contracts are in June and --

12 A. We got notification, not the
13 contract.

14 Q. All right. But as to the contract
15 itself, would you generally get that before the
16 beginning of that year's school year?

17 A. We really would get it before the end
18 of the school year.

19 Q. All right.

20 A. Generally in May or June.

21 MR. WILLIAMS: Would you record that
22 as a yes, please?

23 THE WITNESS: Sometimes --

24

25

1 BY MR. JUREN:

2 Q. Maybe we ought to stop here. Miss
3 Giannoutsos, I can see you're nodding, but it --

4 A. I realize that, yes, sir.

5 Q. Okay.

6 A. I realize that.

7 Q. You then -- as you recall it, you
8 generally did receive the contracts for the next
9 school year by the end of the preceeding school
10 year?

11 A. Sometimes we got the actual contract
12 by the end of the preceeding school year. Sometimes
13 we didn't. We got them in the summer. Because I
14 remember one time I was in New York and when I got
15 back -- and that was at the end of July or something
16 like that -- the -- I got the contract.

17 I really can not say. But we did
18 get a notification in May of every year stating
19 whether we would or we would not have a job. If we
20 didn't get a notification stating that we wouldn't
21 have a job, it would mean we would be on the job.
22 But we got a notification as to if we were leaving
23 that position. And we got that in March.

24 Q. Well, I understand what you are
25 telling about the notification, but my questions

1 have to do with when you received the contract
2 papers. As I undersand your testimony, you got them
3 either before the end of the school year or sometime
4 during the summer?

5 A. Yes, sir.

6 Q. After the end of the school year?

7 A. Yes, sir.

9 Q. All right. Now, what was the reason
10 that you resigned in 1973?
11 A. My husband changed employment and
12 went to New York, and, of course, I had to change
13 employment also.
14 Q. All right. Now, during the period
15 1965 to 1973, were you a member of any teaching
16 organizations?
17 A. The National Education Association.
18 Q. All right. Was the Education
19 Association of Norfolk in existence at that time?
20 A. Yes, it was.
21 Q. All right. Did you have any
22 association with that organization?
23 A. Yes.

3 Q. All right. When you submitted your
4 application to the Norfolk School System in 1982,
5 where did you make application? Was it at the
6 Personnel Office?

7 A. Yes, sir.

8 Q. And --

9 A. I sent an application to the
10 Personnel Office and the Personnel Office asked me
11 to come in for an interview.

12 Q. All right. Do you recall when that
13 was? I see your application was dated --

14 A. It was in -- I believe in -- had to
15 be either in May or June. It had to be after April.

14 Q. Are you saying that sometime after
15 you filed your application you came in for some sort
16 of preliminary talk?
17 A. Maybe. I thought the application. I
18 don't remember.
19 Q. All right. But in any event, there
20 was a later meeting at the Personnel Office?
21 A. Right.
22 Q. And do you think it was the later
23 meeting that was Miss Cobb?
24 A. Yes, I think it was the later.
25 Q. All right.

1 A. It was the later meeting.

2 Q. All right. Now, did she say anything
3 to you about the availability of positions or --

4 A. She told me it was one available
5 position at Roberts Park School and she said that
6 there was no other available position and that they
7 needed me very very badly and that she read over my
8 application and she had letters of recommendation
9 from Mr. Silverman, and from Mr. Herman, and I
10 believe from Mr. Lass, if I'm not mistaken.

11 Q. All right.

12 A. And she gave me a paper and she told
13 me that I had -- she gave me the paper that had all
14 the questions about the school and then she gave me
15 another paper and she said, "You'll have to sign
16 this. If you don't sign this paper, you can not get
17 the job." I signed both papers, I had the job.

18 Q. Well, now, that all took place --

19 A. At that one meeting.

20 Q. All right.

21 A. At that last meeting.

22 Q. Did she say anything to you about the
23 duration of the job or anything about continuing
24 status or non-continuing status, anything about
25 that?

1 A. She told me that there was this one
2 available position and it was contracting for that
3 one particular year, but from the way -- from the
4 content of the conversation and everything, it was
5 understood that I would be in the Norfolk City
6 School System.

7 She said that that was the available
8 position in that particular school. And also she
9 knew and she saw that I had vast experience in
10 teaching lower elementary and she liked that and she
11 said that -- and I remember specifically -- that she
12 was so sorry that at that time she didn't have an
13 available position, and she wished that I had
14 applied, you know, way before.

15 And I explained to her that I hadn't
16 intended leaving New York and what had happened.
17 She understood what had happened and why I left New
18 York. That was also in the application.

19 Q. She did say it was for one year?

20 A. Yes, one particular -- that
21 particular job at that particular school.

1 Q. What is the total, do you recall?

2 A. It was -- I don't know. I don't --
3 something like two thousand or --

4 Q. All right. We can get that. No
5 point wasting time with it. Did you have to report
6 every week or so as to the places --

7 A. Yes.

10 Q. All right. Now, we referred to this
11 before, but I'm going to show you a letter dated
12 July the 6th, 1983 to David E. Jones, with a copy to
13 Miss Mills, and attaching a response to the teacher
14 evaluation, and ask you if this is your letter and
15 if that is the response that you sent in?

16 A. Yes.

17 Q. So that do you recall that this was
18 sent in very long after you got the evaluation and
19 had the telephone conversation with Mrs. Mills or
20 what -- can you estimate the time passage?

21 A. No.

22 Q. All right.

23 A. It was right after though, it wasn't
24 I don't believe it was more than a week, if so.

12 Q. Now, this meeting with Doctor Jones,
13 do you recall -- do you have any idea when it was?
14 Was it during the summer of 1983?

15 A. Yes, it was right close with -- right
16 close, yes, sir.

17 Q. You are patting your response to the
18 teacher evaluation.

19 A. Very close to the evaluation.

20 Q. You are indicating it was soon after
21 you filed your response?

22 A. Yes, yes, I think so.

23 Q. Do you think it was a week or two,
24 within a week or two after that?

25 A. I don't know, but it was in

1 connection with this, let me put it that way.

2 Q. Do you think it was during the month
3 of July '83?

4 A. I don't know. It could have been.

5 Q. All right. And Mr. Medas went with
6 you?

7 A. Mr. Medas went with me.

8 Q. Who is Mr. Medas, for the record?

9 A. Mr. Medas is in the NEA.

10 Q. Isn't he the executive director?

11 A. Yes.

12 Q. All right. And had you known Mr.
13 Medas before this?

14 A. No, sir.

15 Q. Not at all?

16 A. No, sir.

17 Q. And what -- how did you approach him
18 or --

19 A. When I got the evaluation and when I
20 understood that it wasn't going to -- and I hadn't
21 been notified to get a job in the interim, I called
22 Mr. Medas to find out what were my rights, could I
23 do anything about it or what could I do.

24 Q. All right. And why did you ask Mr.
25 Medas about that?

1 A. Because I felt like the NEA was the
2 proper place to go to for advice.

3 Q. All right. And what did Mr. Medas
4 tell you?

5 A. Well, Mr. Medas told me that and he
6 contacted Mr. Jones and we went to see Mr. Jones.

7 Q. All right. And your daughter was
8 present at the same time?

9 A. Same time.

10 Q. What is your daughter's name?

11 A. Kyki Marina Razos.

12 Q. Could you spell that, please?

13 A. K-Y-K-I.

14 Q. And the last name?

15 A. R-A-Z-O-S.

16 Q. All right. And was she present
17 during the meeting as well?

18 A. Yes.

19 Q. And can you tell me as best you can
20 what was said by the different people at that
21 meeting?

22 A. No, I know that we discussed the
23 situation and we discussed the exceptions and Mr.
24 Jones said that he would take it under -- he would
25 think about it, you know. In other words, he would

1 read it over, whatever we had said, and he would
2 give me an answer.

3 And he called, I don't know if it was
4 the next day or the next couple days, and he said
5 that he was very sorry but that Mrs. Mills was
6 adamant about my not getting a job and that he felt
7 that he would send me to another school, but he felt
8 like Mrs. Mills would contact the principal as
9 principals do, one principal to the other, would ask
10 about this certain person and that she would hurt me
11 rather than help me and that I would not get the
12 position anyway.

13 Q. When was this conversation, do you
14 recall?

15 A. This was on the phone. It was right
16 after the meeting.

17 Q. All right.

18 A. We met and I don't remember whether
19 it was one day or two days later he told me to call
20 him, he called the house. I wasn't home, got the
21 message, I called him back.

22 Q. All right. Do you recall if this was
23 still in July?

24 A. No, sir. It had to be. No, sir, I
25 don't.

1 Q. You don't recall?

2 A. No way.

3 Q. Well, was that the point at which you
4 finally realized that you were not --

5 A. Yes, sir.

6 Q. -- going to be given a contract?

7 A. Yes, sir, that was.

8 Q. All right. Miss Giannoutsos, when
9 you were there with Mr. Medas, was there any mention
10 of your not having been given a notice about the
11 following year?

12 A. I'm sure that Mr. Medas said
13 something about that. I don't remember. I can't
14 tell you what was said.

15 Q. Well, you've told me today that you
16 always before received a notice in the spring.

17 A. Yes, I did. Yes, sir.

18 Q. Was it Doctor Jones told that you
19 were going to insist on your rights or what your
20 rights were? Were there any discussions about that
21 at that meeting?

22 A. In my presence I don't remember. I
23 know Mr. Jones and Mr. Medas talked afterwards, but
24 what they said, I don't know.

25 Q. All right. So you were not present

1 during the whole conference?

2 A. During the conference I was, but then
3 Mr. Jones and Mr. Medas -- we were leaving, they
4 said something, I don't know, may have just even
5 said goodbye. I don't know.

6 Q. Did you know that there were some
7 rights that you might have if you were not given a
8 notice by a particular time?

9 A. Yes, I understood that I would --
10 regardless of whether I was a perfect teacher or not
11 or what I was that I should have gotten a notice by
12 April the 15th. Other people did get notices April
13 the 15th that they would not be given a position or
14 they would not be in that school or they would not
15 be given a position. I wasn't given that notice
16 April the 15th.

17 Q. How did you know that other teachers --

18 A. Well, teachers talk and we were
19 discussing it and they said, "Giannoutsos, did you
20 get any kind of a notice?" I said "No." And they
21 said, "Good, you'll be in the school with us next
22 year."

23 And I was planning with the teachers
24 with the 6th grade my curriculum. In fact, I had
25 exchanged with a certain teacher things in social

1 studies. And also the comment was made -- and I can
2 not give names because I'm sure that those teachers
3 would be hurt -- but comment was made, "How did you
4 make it through the year with that class? That was
5 the hardest class in the school."

6 Q. Was that around the area of April
7 15th of 1983 that these conversations took place?

8 A. The thing about getting -- the
9 teachers got notices that they were going to other
10 schools and they asked me did I get a notice about
11 going to another school or whatever. I said, "No, I
12 didn't get anything." They said, "Good, you'll be
13 here with us next year."

14 Because any change of any kind you
15 get it April the 15th and it's understood by the
16 Norfolk City School teachers that if they don't get
17 any notice, whether they are one year teacher or two
18 year teacher or ten year teacher, they won't get a
19 notice by April the 15th, they are in that school.

20 Q. The conversations were around April
21 15th of '83?

22 A. Yes.

4 Q. Did you ever tell Doctor Jones or
5 anyone else in the School System, I mean prior to
6 filing the lawsuit, that you expected to be paid for
7 the next school year because you had not gotten the
8 notice by April the 15th?

9 A. I said I expected to have -- I
10 expected to be paid, yes. I mean I was expecting a
11 job. The fact that I didn't get a notice, that was
12 the whole thing.

13 Q. Well, did you ever tell them you
14 expected to be paid the salary whether they gave you
15 a job or not?

16 A. I don't recall..

23. Q. As I understand it you did apply for
24 unemployment compensation?
25 A. Yes, sir, I did.

235

11

Q. All right. Let me show you a copy of

12

an application for unemployment compensation and ask

13

you if that is your signature.

14

A. Yes, sir.

15

MR. JUREN: Let's have that marked as

16

Exhibit 21, please.

17

18

(Whereupon, the document

19

referred to was marked Defendant's

20

Deposition Exhibit Number 21.)

21

22

BY MR. JUREN:

23

Q. Miss Giannoutsos, that is dated --

24

Exhibit 21 is dated August the 7th. Does that

25

refresh your memory?

1 A. Yes, I mean I didn't remember exactly
2 when I went.

3 Q. So that this conference with Doctor
4 Jones took place before --

5 A. Oh, yeah, definitely.

6 Q. Do you recall if you waited any
7 substantial period of time after the conference with
8 Doctor Jones before you applied for unemployment
9 compensation?

10 A. I waited a little while, yes, I did,
11 and then --

12 Q. Do you recall how long that was?

13 A. No.

14 Q. A couple of weeks or more?

15 A. I don't recall.

16 Q. All right.

17 A. I don't recall.

18 Q. All right. Now, who filled out the
19 top part of that form?

20 A. I did.

21 Q. All right. It says down here on
22 Number 10 reasons for separation from above employer
23 looks like it reads, quote, end of contract of
24 employee and then below it quotes no more work.

25 A. Well, that's what I was told.

17

Q. All right. Do you recall how long

18

you received the unemployment benefits?

19

A. Up until the time I got the job at

20

JBR, the last unemployment I did not -- in other

21

words, it was a two week period that you're supposed

22

to fill in and I had gotten a job, then the two week

23

period prior to the job I did not apply for it. I

24

got the job, so I figured, you know, this is it. I

25

didn't get it.

1 Q. You are saying sometime in January or
2 February, sometime January, February?

3 A. More January because I was employed
4 at JBR in February.

5 Q. All right. But did you get -- did
6 you receive unemployment benefits continuously from
7 the time they began?

8 A. Yes.

9 Q. Up until --

10 A. With the exception of this period
11 here, I didn't apply for that.

12 Q. With the exception of the two week
13 period in August that's been referred to in Exhibit
14 22, after they started you got them?

15 A. Yes.

16 Q. Up until a few weeks before you --

17 A. Yes.

18 Q. -- before you started at Barry
19 Robinson?

20 A. Barry Robinson, right. I think
21 that's right.

22 Q. All right. Do you recall how much
23 they were a week or every two weeks?

24 A. I think it was something like \$200.
25 I got the total from --