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CIVIL ACTION NO. \_\_\_\_\_

08/08/2023 11:24:03  
OLDHAM CIRCUIT COURT  
HON. JERRY CROSBY  
87108*Electronically Filed*

STEPHANIE ANDERSON

PLAINTIFF

v.

OLDHAM COUNTY BOARD OF EDUCATION

DEFENDANT

Serve: Jason Radford, Superintendent  
6165 W. Highway 146  
Crestwood, Kentucky 40014

**\*\*\*JURY TRIAL DEMANDED\*\*\*****COMPLAINT**

Plaintiff Stephanie Anderson, for her Complaint against Defendant Oldham County Board of Education, states:

**PARTIES AND VENUE**

1. Plaintiff Stephanie Anderson is a resident of Oldham County Kentucky, residing at 5108 Clare Cove, Buckner, KY 40010.
2. Defendant Oldham County Board of Education is a body politic and corporate, organized under the laws of the Commonwealth of Kentucky, with a principal office located at 6165 W. Highway 146, Crestwood, KY, 40014. Its Registered Agent is Superintendent Jason Radford, who may be served at 6165 W. Highway 146, Crestwood, KY 40014.

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3. Plaintiff brings this action pursuant to the Kentucky Whistleblower Act (KRS Chapter 61.102), Kentucky common law, the Kentucky Civil Rights Act (KRS Chapter 344), and the Family and Medical Leave Act (29 U.S.C.A. §§ 2601, *et seq.*).

4. Jurisdiction is proper in the Oldham Circuit Court pursuant to KRS 23A.010(1). All of the relevant acts, omissions, and transactions took place in Oldham County.

5. Venue in this action is proper in the Oldham Circuit Court pursuant to KRS 452.450 and KRS 452.460(1) because Plaintiff was employed by Defendant, which is located in Oldham County, and the injury arising from these events was done to the Plaintiff in Oldham County, Kentucky

6. At all times relevant to this action, Plaintiff was an employee as defined by KRS 61.102, as well as 29 U.S.C. § 2611(2). Defendant was an employer as contemplated by KRS 61.102 and 29 U.S.C. § 2611(4).

### **FACTS**

7. Stephanie Anderson began working for Oldham County Schools under Defendant Oldham County Board of Education in 2017 as Chief Financial Officer, reporting to the Superintendent.

8. Stephanie is in protected employment classes due to gender (woman) and age (over forty).

9. Oldham County Schools considers “all policies and procedures of the Board of Education and the Site-Based Decision-Making Councils” to be part of Stephanie’s contract with the District.

10. In her role as Chief Financial Officer, Stephanie was responsible for providing the Oldham County School Board with accurate financial information. Stephanie also oversaw a

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team that helped her process various accounting transactions and reports (including payroll, accounts payable and accounts receivable), identify problems, determine the cause of the problem, and implement fixes for those problems. The latter processes were part of the internal controls process.

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11. As CFO for the District, Stephanie was obligated to make sure that the District was using funds appropriately, which includes determining whether a contract should be paid based on its completion.

12. Financial officers also have a duty to assess and report fraud risks and to take appropriate corrective action when they know of fraudulent behavior, waste, or misuse of public resources.

13. OCPS uses an accounting software called MUNIS, containing data tables of hundreds of salary schedules used to calculate payroll for each employee for zero to thirty years of experience.

14. Each table has a name to identify it, and each employee is tied to a schedule that calculates their wages each pay period.

15. OCPS staff, including the Finance department, and the Board found MUNIS difficult to view, to print portions of salary information, to add helpful labels and commentary, or to perform quick forecasting calculations.

16. Therefore, the Finance Department created more user-friendly schedules in Excel. The Excel schedules and MUNIS mirror one another, depending on the timing of the changes.

17. Whenever there is a merit pay increase for an employee, Excel schedules will be prepared early for the new school year, while updates in MUNIS have to wait until the new year begins to pay employees accurately in the “old” year.

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18. In those instances, schedules are often updated piecemeal based on when employees return to work from the summer. For instance, employees who are scheduled to work year-round will have their pay schedules updated immediately, while teachers' schedules may not be updated until August.

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19. Historically, the Excel schedules may not include all those in MUNIS, or they may include schedules not in use by current employees.

20. When a new position or pay schedule is approved by the board, the Excel and MUNIS schedules are updated. Unless such a new position or pay schedule is approved, or the Board approves a raise, there is no need to further update the schedules.

21. The Board approved a merit increase for fiscal year 2023 for the first time in Stephanie's tenure. As a result, Stephanie and her team updated schedules in both Excel and MUNIS.

22. MUNIS can apply a raise with rounding to all tables at one time. Excel requires human intervention on every cell containing salary data to apply a raise.

23. Another unique feature about MUNIS is that a teaching-certified administrative employee requires three pay screens in order to appropriately calculate the salary and report it to the state: 1) a screen is from the teacher's pay schedule, paid at 187 days per year; 2) a screen showing payment for additional days, as 260 days is full time; and 3) a screen related to administrative pay.

24. A classified employee is one who does not have a teaching certificate. OCPS's attorney is one such employee.

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25. A classified employee's pay cannot use all three screens, but only one. Therefore, a schedule is set up in MUNIS that is separate, but equal, to the certified pay calculation if the employee were assigned by the board to be paid from a certified schedule. 87108

26. In the case of the OCPS attorney, the board approved her to be paid off the Director I schedule, which was a certified worker schedule. Payroll staff used a MUNIS table called COUN to mimic the Director I schedule for the classified employee.

27. Despite the peculiarities of the MUNIS system, Stephanie navigated it appropriately across her entire tenure with OCPS – including for the purposes of accurately tracking and analyzing the OCPS attorney's pay.

28. From the start of her employment with OCPS through the 2021-22 school year, Stephanie had exemplary performance reviews.

29. From July 12, 2021, until June 30, 2022, the Executive Team consisted of the Assistant Superintendent of Student Services, the Assistant Superintendent of Instruction, the Facilities Director, the Communications Director, the Director of Academic Support and Grants, the Attorney, the Chief Financial Officer, and the Superintendent's Administrative Assistant.

30. By early October 2021, which was shortly after Superintendent Radford had assumed the role of Superintendent, he sought a contract with Tom Shelton to assist with some financial decisions, received board approval, and executive staff began meetings with him.

31. When the final bill for Mr. Shelton's services came in July 2022, it appeared to Stephanie that Mr. Shelton had not completed his contract. Per normal practice, she sent Mr. Shelton's invoices to Superintendent Radford, asking for his approval to pay.

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32. Stephanie also recommended not paying due to a lack of documentation that Mr. Shelton actually fulfilled the contract. Neither Superintendent Radford nor Mr. Shelton<sup>87108</sup> supplied the necessary documentation to warrant payment in accordance with the Shelton contract.

33. Stephanie ultimately reiterated that she could not see that the contract was fulfilled, but she stated that she would pay the invoice if Superintendent Radford approved payment.

34. Superintendent Radford did approve such payment, even though he was aware of the lack of documentation and of Stephanie's recommendation to the contrary.

35. Stephanie's June 28, 2022 evaluation contained no requests for performance growth from her supervisor, Superintendent Radford. It praised her for the standards she set and the improvements she initiated for the District.

36. During the 2022-23 school year, however, things began to change for Stephanie.

37. On May 12, 2022, Stephanie had learned that there was going to be a 3% merit increase for all employees in the upcoming fiscal year, approved by the Board in a special called meeting. This was the first time in her tenure with OCPS that such an increase occurred.

38. On May 23, 2022, the board had again approved the 3% merit increase.

39. This increase would require Stephanie and her team to update Excel sheets for more than one hundred schedules for employees with zero through thirty years of experience.

40. Stephanie determined that a thorough review comparing the Excel schedules to the MUNIS schedules should be undertaken by her staff.

41. A cover sheet accompanied the schedules when they were presented to the Board, stating the concern/request being made of the Board, and it included additional details to provide transparency and easier interpretation by the Board.

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42. The Board approved the increase reflected in the schedules, along with other minor updates that reflected on-going practices already approved by the board.

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43. In June 2022, internal controls uncovered a discrepancy between two salary schedules, even without the aid of the external audit. Immediately thereafter, Stephanie began to work with the Board to fix it for the upcoming fiscal year.

44. On June 22, 2022, Stephanie presented the salary schedules for the upcoming year to the Board for approval, reflecting the 3% annual increase the Board approved.

45. In April 2022, the district began using the first of several surveys developed by an external consulting firm to aid in providing a strategic vision for the district. This particular survey focused on services provided by administrative department heads. In June when the survey results were shared, Stephanie disagreed with how the survey was conducted, the questions it asked, the intended uses of it.

46. Related to the survey, in June 2022, Stephanie spoke privately with Superintendent Radford regarding her concerns about the survey and its intended uses. The superintendent wanted every department to create a plan, based on the results of the survey, to improve their department's services. Stephanie was successful in constructing a plan of which the Superintendent approved.

47. Stephanie was identified by Superintendent Radford as one of three employees who spoke personally to him about their concerns regarding the survey. One of the other employees was terminated three months later, and the third was banished from the district six months later.

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48. On August 9, 2022, Superintendent Radford sent Stephanie a card thanking her for her hard work and leadership, and expressing excitement about working together in the upcoming year.

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49. In August of 2022, OCPS underwent its annual external audit. The external auditors were reviewing fiscal year 2022, running from July 2021 through June 2022; there was a discrepancy between two salary schedules that should have been the same.

50. As an external audit, the focus was predominantly on validating that the financial statements are a true and fair representation of past performance. If received correctly, an external audit could have helped the organization protect itself from risk and tighten its internal controls.

51. Stephanie was required to answer a Fraud Inquiry questionnaire as part of the audit. She responded to that questionnaire, noting that there were some red flags that indicated fraud potential, given the right opportunities and pressures.

52. Stephanie further noted that two instances of fraud had been reported to her regarding federal ESSER funds. Both issues had been addressed and corrected before the end of the year in which they were reported.

53. Superintendent Radford expressed anger to Stephanie about her discovery of fraud, due to the expense associated with fixing one of these instances and the Grants Director's threats to report the other instance to authorities.

54. Stephanie's staff had noticed some clerical errors as they conducted a second review of the salary schedules, an internal controls measure.

55. Stephanie took quick action to bring attention to the oversights to have the Board address the errors.



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56. On August 12, 2022, Stephanie emailed the executive secretary, Jane Easton, her monthly financial reports. Stephanie did so to enable Jane to collate it with other information into the full board package, in accordance with usual practice.

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57. On August 25, 2022, when Jane distributed the full Board package, Stephanie noticed that the COUN pay schedule had been pulled out of the Board agenda, but the other salary requests remained.

58. Confused, Stephanie emailed Jane and asked why the COUN pay schedule was not included. Jane did not respond to Stephanie.

59. On August 29, 2022, the day of the Board meeting, Stephanie forwarded the email she had sent to Jane to Superintendent Radford, and she also advised that the salary schedule on the website was inaccurate because of this missing information. Stephanie received no response from the Superintendent.

60. Shortly after the Board meeting, Stephanie requested that the Technology Department post the Board-approved salary schedules on the District website, in keeping with normal procedures.

61. Stephanie included the COUN schedule because the Board had approved the 3% increase for every salary schedule in the spring, and this updated schedule would reflect the amount of pay that the employee was receiving, in accordance with previous Board approvals.

62. On August 30, 2022, in keeping with normal procedures, the auditors sampled ten employees for testing. The purpose of this sample was to discern whether appropriate financial documentation and processing was in place in the District.

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63. Stephanie again wrote to Superintendent Radford, underscoring the importance of having the Board approve the salary schedule and inquiring why it was removed. Again, Superintendent Radford did not respond.

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64. On August 31, 2022, when Jane distributed the documents showing Board approvals, she left Stephanie a paper Post-it note reading, "see Jason about missing schedule."

65. Stephanie continued to wait for a response to her prior, unanswered inquiries.

66. On September 2, 2022, OCPS's attorney, who was paid using the COUN salary schedule, was involuntarily separated from her employment with the District.

67. After this employee's abrupt termination, and after asking about this salary schedule three times and being ignored, Stephanie did not pursue the missing salary schedule further.

68. Superintendent Radford claimed that the attorney had been overpaid in error, and that the attorney knew of the overpayment and accepted the incorrect salary regardless.

69. Superintendent Radford's belief was not accurate, nor was it rooted in credible fact. To Stephanie's knowledge, Superintendent Radford had not discussed his theories or concerns with her or anyone else in the District before accusing the attorney of deceptive conduct.

70. On September 6, 2022, the auditors sampled this employee for testing at Superintendent Radford's request.

71. On September 7, 2022, Stephanie informed the auditors that they would find a discrepancy between the COUN schedule in OCPS's payroll system and in the Board-approved Excel schedules.

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72. Stephanie also provided the auditors with information to document that the OCPS attorney was being paid correctly, based on the rate and schedule the Board had first approved in 2018. <sup>87108</sup>

73. On October 4, 2022, Superintendent Radford emailed the auditors about adjusting the wording on the audit finding related to the payment of this terminated attorney.

74. Superintendent Radford did not share the information with Stephanie at that time, nor did he consult her about the truth or falsity of the allegations about the OCPS attorney.

75. At no time did Superintendent Radford share with Stephanie that he suspected that an employee was being overpaid, nor did he discuss his requests of the auditors to sample the employee for testing or to reword the related audit finding.

76. At no point between June 2022 (when the salary schedule dispute period began) and December of 2022 did Superintendent Radford discuss any of these issues with Stephanie.

77. At no point between September of 2022 (when Superintendent Radford was engaged with the auditors about the salary schedule) and December of 2022 did Superintendent Radford discuss any part of his theories or suspicions with Stephanie, including any alleged good faith belief that OCPS was paying its attorney incorrectly.

78. The OCPS attorney timely appealed her termination and sought administrative review.

79. In October 2022, Stephanie was asked by the Superintendent and his attorney to testify at the termination hearing for OCPS's former attorney. In early November 2022, her testimony was previewed by Superintendent Radford and his attorney.

80. Stephanie understood that she would be questioned about three of the four allegations against the former OCPS attorney.

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81. Superintendent Radford met with Stephanie to hear her testimony in advance of the hearing. 87108

82. When he learned that Stephanie intended to testify, truthfully, that the OCPS attorney had not committed fraud, waste, or misuse of the District's resources, he became angry.

83. Superintendent Radford immediately began to intimidate Stephanie in order to coerce her testimony to support Superintendent Radford's contentions about the terminated attorney.

84. Stephanie refused to be intimidated, however, and she insisted that she would testify truthfully.

85. On December 1, 2022, Stephanie met with Superintendent Radford for her scheduled monthly meeting. To Stephanie's surprise, Superintendent Radford alleged that he observed deficiencies in Stephanie's work.

86. This meeting provided little concrete information about any alleged deficiencies in Stephanie's work product, and it was not supplemented in any detail by communications, either verbal or written, directly by Superintendent Radford. He did not state which duties she did not adhere to, what changes were expected, or by when.

87. Critically, the document Superintendent Radford later used, when requested to provide evidence in the performance review he had given her, as a reference for Stephanie's duties – her job description – is almost ten years old and largely inaccurate when compared to her actual 2022 obligations, functions, responsibilities, and processes.

88. During this December meeting, Stephanie also informed Superintendent Radford that the audit finding was inaccurate, and that she would refute it, as she told him she had successfully done with false school audit findings.

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89. If Stephanie had presented this misinformation to the Board, she would have clearly presented inaccurate and erroneous information to the Board.

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90. The false information was intended to be used by Superintendent Radford to support his contention that the terminated OCPS attorney accepted incorrect payment for her services on purpose.

91. Superintendent Radford had pulled the COUN schedule from the series of schedules presented to the Board so that the Board would not see it. Stephanie had no part in that deceptive behavior, and she had attempted to call attention to it in order that it could be corrected. Instead, as it turned out, Superintendent Radford used the omission of that schedule to falsely accuse the OCPS attorney of deceptive conduct and to accuse Stephanie of deceptive conduct.

92. Ultimately, in the very limited time Stephanie had been permitted to work with the auditors, her information had resulted in the auditors' removal of language suggesting fraud by the OCPS attorney and erroneous payment by Stephanie's department, because Stephanie had been able to prove to the auditors that there were no errors in payment of a salary.

93. The process of refusing to aid and abet a fraud was harrowing and exhausting for Stephanie. She had worked with Superintendent Radford for some time, and she had never seen him act so angry at her.

94. Stephanie soon began to notice hostility, silent treatment, and uncharacteristic isolation from the Superintendent and his immediate subordinate. She gathered that his anger at her for not assisting in falsely accusing the OCPS attorney of fraudulent conduct was not going away easily.

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95. In early January of 2023, while she was on a previously approved vacation, Stephanie became aware of family needs that required her to take leave to assist.

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96. On January 4, 2023, Stephanie called to inform Human Resources that she needed to take Family and Medical Leave (FMLA).

97. The school offered FMLA to its contract employees, including Stephanie, as part of their contract benefits.

98. Stephanie needed to take FMLA leave attendant to her father's health and support needs.

99. Later the same day, Stephanie inquired with another Human Resources employee whether photos/copies of the paperwork from her father's Somerset doctor would be acceptable. The office gave no indication that there would be any issue with Stephanie taking FMLA leave to assist her ailing parent.

100. On January 5, 2023, while she was still on the preapproved vacation time, Stephanie contacted Superintendent Radford, and they communicated several times via email regarding her FMLA time.

101. On January 6, 2023, which was also during the preapproved vacation time, Stephanie brought the completed OCPS FMLA request form to Valerie in Human Resources, per the instructions on the form and the website.

102. To Stephanie's shock, Valerie refused to accept the form. Valerie told Stephanie to deliver the form directly to Superintendent Radford.

103. Although this was a departure from the prescribed procedure, Stephanie sent the form to the Superintendent by internal mail, with an email further advising as to the transmission of the document.

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104. Stephanie then followed up in emails to Superintendent Radford about her FMLA needs twice. Stephanie confirmed that Superintendent Radford received her communications the same day they were transmitted.

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105. On Sunday, January 8, 2023, Superintendent Radford emailed Stephanie, informing her that he was demoting her from Chief Financial Officer to the maintenance department effective January 9, 2023. Paperwork shown to the Board at the end of the month reflected that Stephanie retained her original title, but Superintendent Radford did not allow her to continue the work associated with her title.

106. The hearing for the terminated employee was scheduled and held on January 9, 2023.

107. Stephanie testified truthfully, as she had told Superintendent Radford she would.

108. Stephanie testified that the former attorney was never paid incorrectly at all, and therefore could not have knowingly accepted an incorrect salary.

109. Stephanie testified regarding two other charges against the former employee as well. Stephanie testified in three of the four charges brought against the former employee.

110. Stephanie explained that OCPS's attorney was approved by the board in October 2018 to be put on a Director I certified salary schedule. Because the attorney position is a classified one, a duplicate COUN schedule needed to be created in OCPS's payroll software to accommodate its needs.

111. Since all schedules had been increased by 3% in both the software system and in the Excel sheets, staff comparisons of the two sets of data revealed that the COUN schedule had not been updated in prior years. Stephanie and her staff had implemented a fix to make the

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COUN schedule equivalent to the Director I schedule that was presented at the June 22, 2022, board meeting and noted again by Stephanie in August of 2022.

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112. Stephanie's testimony at the termination hearing also disclosed facts and information that also related to her suspicion that the termination itself amounted to Superintendent Radford's mismanagement of the District, and that the termination amounted to an abuse of his authority, for all three of the charges she was asked to testify about.

113. Stephanie's testimony at this hearing was honest, as well as being consistent with the testimony of other current and former OCPS employees.

114. Only nine working days had elapsed between Stephanie's meeting with Superintendent Radford on December 1, 2022 and her demotion. In those nine days, Stephanie presented her normal financial reports at the board meeting, reviewed financial reports with the auditors, conducted financial orientation for two new board members at Superintendent Radford's request, and prepared to truthfully testify at the former attorney's termination hearing.

115. At the time Stephanie was demoted, the audit report and the audit finding were not final.

116. The report and findings were changed significantly after Stephanie's removal, reflecting Superintendent Radford's ability to have at least some of his way once Stephanie was no longer in his path. Still, Stephanie's demonstration of the good faith and upright conduct of the ousted OCPS attorney remained as a valid impression upon the auditors, and Superintendent Radford was unable to secure their willingness to misstate those facts.

117. The auditors' revisions demonstrated the changing nature of the auditors' beliefs as the evidence was developed, but they also demonstrated the bad faith on the part of the Superintendent.



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118. Following the finalization of the audit report and audit finding, the District put the audit contract out for bid, despite the contract having another year left that had been approved by the Board.

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119. In early January 2023, Stephanie communicated with the auditor. In this communication, the auditor told Stephanie that during the three years that he had conducted the OCPS audit, Stephanie was always cooperative and accurate in her financial records and statements, and that he and his team enjoyed working with her and her staff.

120. In March of 2023, Stepahnie noticed that her FMLA paperwork reflected an incorrect date – one that she knew she had not erroneously written on the forms.

121. On March 28, 2023, Stephanie sent an email to Human Resources regarding the FMLA document. Specifically, Stephanie pointed out that the form section entitled “You informed us that you needed leave on” contained the wrong date, and it needed to be corrected to reflect a January 4th notification date. As it stood, the paperwork inaccurately reflected January 9th as the notification date, which was after her demotion by Superintendent Radford.

122. On April 11, 2023, Superintendent Radford informed Stephanie that for administrative reasons, the January 9th notification date would remain.

123. On April 14, 2023, Superintendent Radford emailed Stephanie her annual evaluation report, indicating “non-renewal for cause.”

124. On May 8, 2023, Superintendent Radford, at Stephanie’s request, sent her documentation for the Non-Renewal Letter, giving the reasons for Stephanie’s non-renewal as being her “incompetence, insubordination, and misconduct during the 6-month period in the 2022-23 school year.”

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125. This letter formalized the “non-renewal” decision alluded to in the evaluation, which was set to take effect at the end of Stephanie’s contract unless the decision-maker reversed the decision. 87108

126. The letter stated that “[t]he internal audit report, lack of communication to the Board, and ongoing performance deficiencies led [Superintendent Radford] to believe that [Stephanie was] incompetent in [her] role as CFO.”

127. The letter alleged that Stephanie “on multiple occasions... publicly questioned [Superintendent Radford’s] character, integrity, transparency, and leadership. This pattern of disrespectful behavior amounted to insubordination.”

128. The letter included an audit report that clearly stated that Stephanie had not made any serious errors, mistakes, omissions, nor had she committed any seriously harmful oversight.

129. The letter also failed to identify any duties to the Board that are expected of Stephanie but that she did not perform.

130. The normal flow of communication for the audit report is for it to be presented by the auditing firm to the Board for the Board’s review and approval after it is final. If there had been issues described in the audit report, Stephanie would have raised them to Superintendent Radford, and it would be at his discretion as to what he wanted to be communicated and how he wanted that information communicated. The May 8th letter ignored this procedure altogether.

131. The letter did not elaborate on nor support the contention that Stephanie had “ongoing performance deficiencies.”

132. Superintendent Radford has not ever spoken to Stephanie about any alleged insubordination or misconduct, nor did she ever refuse any of his directives.

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133. The only ostensible basis for the Superintendent's displeasure was Stephanie's refusal to testify falsely in order to deceive the administrative tribunal about the circumstances surrounding the OCPS attorney's ouster.

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134. When Stephanie returned from FMLA, she was not restored to the position she had before requesting FMLA leave.

135. Superintendent Radford posted Stephanie's CFO position to the public while she was on FMLA Leave.

136. A week prior to Stephanie's return from leave in April, Superintendent Radford emailed her evaluation and non-renewal notifications to an email address the district had automatically forwarded to another employee, requesting a meeting with her on her first day back to work. This was one of several emails containing confidential personnel information sent by Superintendent Radford to Stephanie via the shared email address.

137. On May 17, 2023, Stephanie responded to the termination letter, refuting the allegations against her and pointing out the various ways in which Superintendent Radford did not support his allegations at all.

138. As of the date of this complaint, Stephanie has not received a reply from Superintendent Radford nor OCPS.

139. The timely challenge under the Kentucky Whistleblower Act, common law, and the Family and Medical Leave Act follows ample opportunity by the Board and its agents to rectify the Superintendent's abuses.

#### **COUNT ONE – WHISTLEBLOWER ACT VIOLATIONS**

140. Plaintiff incorporates all preceding paragraphs as if fully set forth herein

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141. Oldham County Schools, under Defendant Oldham County Board of Education, is a public employer, governed by KRS Chapter 61.

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142. Plaintiff was a public employee entitled to the protections of KRS 61.102.

143. Plaintiff reported to Defendant in good faith the facts and information relative to the actual or suspected violation of rights of Kentuckians.

144. Plaintiff reported misfeasance and/or malfeasance by the District's employees and/or agents.

145. Plaintiff made her reports with the purpose and expectation that the reporting behavior would cause correction of harmful or illegal practices.

146. Defendant retaliated against Plaintiff because of her protected disclosures, culminating in Plaintiff's demotion and eventual termination.

147. Plaintiff is entitled to each and every remedy available under the Kentucky Whistleblower Act, including reinstatement and restorative/compensatory monetary damages.

148. Defendant has engaged in a pattern of conduct in the Commonwealth of Kentucky that oppresses Kentucky workers, including the public workers who raise important concerns about government misfeasance and malfeasance.

149. Defendant's actions were malicious, intentional, and willful. These actions were carried out with flagrant indifference to the rights of Plaintiff, were effected with the awareness that the actions would result in injury to Plaintiff, and were specifically intended to subject Plaintiff to cruel and unjust hardship.

150. Defendant ratified, authorized, or reasonably should have anticipated the actions of its agents in violation of the well-established law.

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151. Punitive damages are appropriate, in a sum to be determined by the Jury but that comports with Due Process of Law.

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152. Absent the deterrent effect of punitive damages, Defendant will continue its wrongful pattern of behavior.

**COUNT TWO – WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY**

153. The employer's actions in discharging Plaintiff constitute the common law claim of wrongful discharge in violation of public policy

154. Plaintiff's honest testimony at a former OCPS employee's termination hearing were protected activity, provided for by KRS 61.102, which states:

(1) No employer shall subject to reprisal, or directly or indirectly use, or threaten to use, any official authority or influence, in any manner whatsoever, which tends to discourage, restrain, depress, dissuade, deter, prevent, interfere with, coerce, or discriminate against any employee who in good faith reports, discloses, divulges, or otherwise brings to the attention of the Kentucky Legislative Ethics Commission, the Attorney General, the Auditor of Public Accounts, the Executive Branch Ethics Commission, the General Assembly of the Commonwealth of Kentucky or any of its members or employees, the Legislative Research Commission or any of its committees, members or employees, the judiciary or any member or employee of the judiciary, any law enforcement agency or its employees, or any other appropriate body or authority, any facts or information relative to an actual or suspected violation of any law, statute, executive order, administrative regulation, mandate, rule, or ordinance of the United States, the Commonwealth of Kentucky, or any of its political subdivisions, or any facts or information relative to actual or suspected mismanagement, waste, fraud, abuse of authority, or a substantial and specific danger to public health or safety. No employer shall require any employee to give notice prior to making such a report, disclosure, or divulgence.

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(2) No employer shall subject to reprisal or discriminate against, or use any official authority or influence to cause reprisal or discrimination by others against, any person who supports, aids, or substantiates any employee who makes public any wrongdoing set forth in subsection (1) of this section.

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155. The language in KRS 61.102 confers to all public employees the right to testify honestly and in good faith during termination hearings for other public employees.

156. KRS 61.102 also confers to all public employees the right to disclose facts tending to support actual or suspected mismanagement, waste, fraud, and abuse of authority by a public official.

157. Thus, the statements Plaintiff made during a former OCPS employee's termination hearing, and others perceived by Defendant or its agents to be about Superintendent Radford's mismanagement of the District and his abuse of authority, constitute the exercise of a right conferred by a well-established legislative enactment under Kentucky law.

158. Plaintiff's termination was effected in violation of Kentucky's well-defined public policy.

159. Plaintiff is entitled to recover from Defendant Oldham County Board of Education such damages as she sustained by reason of the violation.

### **COUNT THREE – KENTUCKY CIVIL RIGHTS ACT VIOLATIONS**

160. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

161. Plaintiff is a worker over the age of forty.

162. Plaintiff is also a woman.

163. These circumstances qualify Plaintiff for protection under the Kentucky Civil Rights Act's age and gender/sex protections.

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164. Defendant is an employer within the meaning of the KCRA.

165. Plaintiff is informed and believes that her age, gender, and/or the intersectional <sup>87108</sup> and cumulative effect of each has subjected her to adverse employment actions and discrimination, culminating in an unwarranted termination and Defendant's refusal to restore her job.

166. Plaintiff's younger worker and male colleagues have not received similar treatment.

167. The unwarranted termination has further prevented Plaintiff from receiving fair opportunities.

168. Defendant's mistreatment of Plaintiff includes qualification and/or performance critiques designed to substantiate its adverse employment actions against Plaintiff, any of which are pretext for discrimination.

169. As a direct and proximate cause of the Defendant's actions described herein, Plaintiff has suffered from a loss of income and benefits, physical and emotional distress, and mental anxiety, for all of which she should be compensated.

170. Plaintiff is entitled to all relief, legal and equitable, available under the KCRA, including the award of damages and attorneys' fees and costs.

**COUNT FOUR – FAMILY AND MEDICAL LEAVE ACT VIOLATION**

171. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

172. Defendant is an employer required to follow the mandates of the Family and Medical Leave Act, as codified at 29 U.S.C.A. §§ 2601, *et seq.*

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173. The FMLA prohibits qualifying employers from “interfer[ing] with, restrain[ing], or deny[ing] the exercise of or the attempt to exercise, any right provided under th[e] [FMLA].” 29 U.S.C. § 2615(a)(1).

174. Under 29 C.F.R. § 825.220(c), employers cannot use the taking of FMLA leave as a negative factor in employment actions, such as hiring, promotions, or disciplinary actions.

175. Defendant did not consider Plaintiff a key employee, as set forth in 29 C.F.R. § 825.219.

176. At no time did any Defendant convey to Plaintiff, in writing, that she was considered a key employee such that job restoration would be denied to her.

177. Defendant refused to restore Plaintiff to her prior employment after she took her protected leave.

178. Defendant further failed to hold Plaintiff’s job for her during her FMLA leave.

179. Plaintiff was wrongfully denied the benefits of the federal law, as set forth in 29 U.S.C. § 2915(a).

180. Defendant’s refusal to restore the employment of a worker due to her medical leave violates 29 C.F.R. § 825.220.

181. Pursuant to 29 U.S.C. § 2617(a)(1), Plaintiff is entitled to recover compensatory damages, liquidated damages, and any such equitable relief, including reinstatement, promotion, and injunctive relief, as the Court deems appropriate.

182. Under 29 U.S.C. § 2617(a)(3), Plaintiff is entitled to recover her attorneys’ fees, reasonable expert witness fees, and costs expended in pursuing relief.

183. Defendant’s violation was willful, such that the Court should impose liquidated damages upon the employer for its violations.



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WHEREFORE, Plaintiff Stephanie Anderson respectfully prays that the Court:

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- a. Declare the Defendant's conduct to be in violation of the Plaintiff's rights;
- b. Award the Plaintiff compensatory damages, in an amount to be proven at trial, including, but not limited to, any and all compensatory and consequential damages suffered;
- c. Award the Plaintiff damages and pre- and post-judgment statutory interest on eligible sums;
- d. Award Plaintiff damages for the tax consequences of any award;
- e. Award the Plaintiff an amount to be proven at trial for the humiliation, embarrassment, personal indignity, apprehension about past, current, and future well-being, physical and emotional distress and mental anguish which has been caused her by the Defendant's wrongful acts;
- f. Award the Plaintiff her costs and attorneys' fees;
- g. Award the Plaintiff liquidated damages;
- h. Award Plaintiff punitive damages;
- i. Order any and all equitable and injunctive relief necessary to restore Plaintiff to her rightful status;
- j. Grant the Plaintiff such further relief as this Court may deem just and proper, including leave to amend this Complaint to comport with the evidence as it develops.

**JURY DEMAND**

The Plaintiff demands a trial by jury for all issues so triable.

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Respectfully submitted,

**87108**

*/s/ Robyn Smith*

Robyn Smith

Adam Johnson

Preston J. Spicer

Law Office of Robyn Smith

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*Counsel for Plaintiff*