

BUTLER COUNTY COURT OF COMMON PLEAS
CIVIL DIVISION

ERIN GABBARD et al.

Plaintiffs/Relator,

v.

MADISON LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION, et al.

Defendants/Respondents,

Case No. CV 2018-09-2028

Judge Charles L. Pater

AFFIDAVIT OF ATTORNEY
ALLA LEFKOWITZ IN
SUPPORT OF MOTION FOR
SUMMARY JUDGMENT
(UNREDACTED VERSION)

I, ALLA LEFKOWITZ, having been first duly sworn upon oath, depose and say:

1. I am an attorney for the plaintiffs-relator in this case, Deputy Director for Affirmative Litigation at Everytown Law, and a member in good standing of the bars of the State of New York and the District of Columbia. I submit this affidavit in support of the plaintiffs' motion for summary judgment.

2. Attached are true and accurate copies of the following documents:

- a. OPOTC Peace Officer Basic Training-Compliance Officer Audit Sheet, revision date July 1, 2018, attached as Exhibit A;
- b. The Madison Local School District Board of Education's "Resolution to allow armed staff in school safety zone," dated April 24, 2018, attached as Exhibit B;
- c. The Madison Local School District Board of Education's Firearms Authorization Policy, Bates Nos. 000263R – 265R (containing information designated by defendants as highly confidential), attached as Exhibit C;
- d. Excerpts of the Deposition Transcript of Dr. Lisa Tuttle-Huff, Superintendent of the Madison Local School District, dated January 11, 2019 (containing

information designated by defendants as highly confidential), attached as Exhibit D;

- e. An e-mail chain between Joe Eaton, Program Director, FASTER Saves Lives, and an unidentified employee (or employees) of the Madison Local School District, dated May 30 through June 5, 2018, Bates Nos. 000157R – 162R (containing information designated by defendants as highly confidential), attached as Exhibit E;
- f. Defendants' Responses to Plaintiffs' First Set of Requests for Admission to Madison Local School District Board of Education and Lisa Tuttle-Huff, dated January 25, 2019 (containing information designated by defendants as highly confidential), attached as Exhibit F;
- g. Outline titled "FASTER LEVEL 1," produced by the Buckeye Firearms Foundation in response to subpoena, Bates Nos. BFF 000037 – 40, attached as Exhibit G;
- h. Collected "Tactical Defense Institute Certificate of Achievement for completion of 27 hours of F.A.S.T.E.R. I Training" and "Handgun Qualification for School Staff" forms bearing various dates, Bates Nos. 000348 – 353 (containing information designated by defendants as highly confidential), attached as Exhibit H;
- i. Collected Applicant's Psychological Evaluation reports dated July 29, 2018, Bates Nos. 000269 – 277 (containing information designated by defendants as highly confidential), attached as Exhibit I;

- j. Collected letters from Superintendent Dr. Lisa Tuttle-Huff, Bates Nos. 000311 – 313 (containing information designated by defendants as highly confidential), attached as Exhibit J;
- k. Insurance document titled “Law Enforcement Liability Coverage Form – Occurrence Form,” Policy No. QBLE-1001 (01-16), disclosed by defendants on July 23, 2018 in response to public records request, attached as Exhibit K;
- l. Excerpt of the Journal of the House of Representatives of the 108th General Assembly of the State of Ohio, commencing January 6, 1969, attached as Exhibit L;
- m. Letter from Mike DeWine, Ohio Attorney General to James Irvine, Chairman, Buckeye Firearms Association, dated January 29, 2013, attached as Exhibit M;
- n. July 28, 2018, Letter from Madison Local School District to the Community, attached as Exhibit N;
- o. Payment confirmation emails and invoices regarding Invoice No. 1052, bearing various dates and hand annotations, Bates Nos. 000286 – 292 (containing information designated by defendants as highly confidential), attached as Exhibit O;
- p. Excerpts of the Deposition Transcript of Dr. Paul Jennewine, Board Member, dated January 11, 2019 (containing information designated by defendants as highly confidential), attached as Exhibit P;
- q. Excerpts of the Deposition Transcript of Pete Robinson, Board Member, dated January 10, 2019 (containing information designated by defendants as highly confidential), attached as Exhibit Q;

- r. Excerpts of the Deposition Transcript of David French, Board President, dated January 10, 2019 (containing information designated by defendants as highly confidential), attached as Exhibit R;
- s. Excerpts of the Deposition Transcript of Deputy Kent Hall, dated January 11, 2019 (containing information designated by defendants as highly confidential), attached as Exhibit S;
- t. Excerpts of the Deposition Transcript of John Doe 3, dated January 12, 2019 (containing information designated by defendants as highly confidential), attached as Exhibit T;
- u. Excerpts of the Deposition Transcript of John Doe 1, dated January 12, 2019 (containing information designated by defendants as highly confidential), attached as Exhibit U;
- v. Presentation titled “FASTER Saves Lives: Welcome to FASTER Level 1,” produced by counsel to the Buckeye Firearms Foundation in response to subpoena, Bates Nos. BFF.000041 – 48, attached as Exhibit V;
- w. Excerpts of the Deposition Transcript of John Doe 2, dated January 12, 2019 (containing information designated by defendants as highly confidential), attached as Exhibit W.

* * *

DATED this 1st day of February, 2019


ALLA LEFKOWITZ

SUBSCRIBED AND SWORN TO before me this 1st day of February, 2019

LINDSAY NATHAN
Notary Public, State of New York
Registration #02NA6212657
Qualified In New York County
Commission Expires Dec. 3, 2021



Notary Public for the State of New York

EXHIBIT A

*** ALL TOPICS AND HOURS ARE MANDATORY**

SF516bas Effective 7/1/2018

EXHIBIT B

Resolution to allow armed staff in school safety zone

WHEREAS the Madison Local School District, Board of Education believes that the safety of their students is paramount; that the ability of teachers, school support staff, administrators, and others approved; to be prepared and equipped to defend and to protect our students is essential in creating and preserving a proper learning environment.

THEREFORE, be it resolved that the Madison Local School District, Board of Education, pursuant to Ohio Revised Code Section 2923.122(D) (1) (a), will grant "written authorization" to approved volunteers, so that they may convey deadly weapons or dangerous ordnance into a school safety zone, or to possess a deadly weapon or dangerous ordnance in a school safety zone of the Madison Local School District for the welfare and safety of the Students.

WRITTEN AUTHORIZATION to convey deadly weapons or dangerous ordnance in school safety zone:

The Madison Local School District, Board of Education, pursuant to Ohio Revised Code Section 2923.122(D) (1) (a), hereby provides written authorization to certain person(s) designated by the Superintendent in writing to convey deadly weapons or dangerous ordnance into a school safety zone, or to possess a deadly weapon or dangerous ordnance in a school safety zone of the Madison Local School District School District, for the welfare and safety of the Students.

BE IT FURTHER RESOLVED, that any such person(s) designated by the Superintendent must be permitted under Ohio law to carry a concealed handgun and must undergo response to active shooter training and re-certify each year prior to being authorized to convey and/or possess deadly weapons or dangerous ordnance in a school safety zone of the Madison Local School District.

Adopted by the Governing Board of the Board of Education of the Madison Local School District on April 24, 2018, by the following vote of the Board:

	AYE	NAY
Dr. Jennewine <i>Motion</i>	✓	
Mr. Norvell	✓	
Mr. Robinson <i>Second</i>	✓	
Mrs. Whiteman	✓	
Mr. French	✓	

EXHIBIT C

MADISON LOCAL SCHOOL DISTRICT

FIREARM AUTHORIZATION POLICY

EMERGENCY MANAGEMENT PLAN

The Superintendent shall ensure updating of the District's Emergency Management Plan and ongoing staff training.

FIREARMS POLICY PURPOSE

The Board adopts the following policy to address concerns about effective and timely response to emergency situations at schools, including invasion of the schools by an armed outsider, an active shooter, hostage situations, students who are armed and posing a direct threat of physical harm to themselves or others, and similar circumstances.

CONFIDENTIALITY

All parts of the District's Emergency Management Plan are confidential. All records, letters, written authorizations, revocations of authorization, and other documents related to the Firearms Authorization Policy shall be maintained in a secured location determined by the Superintendent or designee. No such documents will be issued to the public or circulated among unauthorized school employees. All authorized school employees and School Board members shall execute a confidentiality agreement as a condition of accessing the information in this plan. The confidentiality agreement shall state that the individuals agree that all parts of the Emergency Management Plan are confidential, and that the individual agrees to disclose any information that reasonably would reflect on their competence to convey or possess, or the wisdom of their conveying or possessing, a firearm in a school safety zone.

AUTHORIZATION

A. Board Authorization

Pursuant to its authority under Ohio Revised Code 2923.122, the Board authorizes certain person(s) designated by the Superintendent in writing to convey deadly weapons or dangerous ordnance into a school safety zone, or to possess a deadly weapon or dangerous ordnance in a school safety zone of the Madison Local School District, for the welfare and safety of the Students.

B. Authorization Process

The Board may authorize specific school employees to possess certain firearms on school property, at school-sponsored or school-sanctioned events, and at Board meetings. The Superintendent shall issue written authorization to approved employees who meet the qualifications of this Policy. The Superintendent shall make all authorizations under this Policy

in writing. The maximum number of authorizations the Superintendent may make is 10 authorized school employees.

C. Revocation

Any school employee authorized to carry a firearm may voluntarily revoke his or her authorization by providing notice to the Superintendent. The Superintendent may unilaterally revoke any such authorization at any time for any reason (or no reason at all). Any violation of this Policy may result in immediate revocation. Such authorization may be revoked if such employees receive any form of discipline. Revocations are not subject to any grievance or hearing process or procedure. Employees whose authorization is revoked (voluntarily or involuntarily) remain subject to the confidentiality provisions of this Policy.

D. Notice to Board

The Superintendent shall periodically notify the Board of Education in executive session of the individuals authorized under this Policy.

CONCEALED HANDGUN LICENSEES

Only those school employees who have obtained and maintain a current license, in accordance with state law, to carry a concealed handgun are eligible to be authorized to possess a firearm on school property. The Board may authorize certain school employees to carry a firearm on their person. Such authorized school employees must conceal their weapon at all times on school grounds. Any such firearm may only have a round chambered if the firearm is a striker-fired weapon and the firearm is carried in a holster with an appropriate trigger guard.

TRAINING

Only those school employees who have satisfactorily completed an approved active-shooter response and firearm instruction through an approved vendor are eligible to be authorized to possess a firearm on school property. Any such school employee must thereafter re-certify such training on an annual basis. Any school employee authorized to possess a firearm shall be provided additional training in crisis intervention, active shooter, management of hostage situations, and other training as the Board or designee may determine necessary or appropriate. Such employees must engage in proficiency training with on-going handgun practice.

REVIEW OF QUALIFICATIONS

All authorized school employees should have their qualifications to maintain their authorization under this Policy reviewed by the Board or designee on an annual basis. The required qualifications are as follows:

- Holding a valid Ohio Concealed Handgun License
- Completing a minimum of 24 hours of response to active shooter/killer training from an approved vendor, including the following:

- Tactical Defense Institute
 - Chris Cerino Training Group
 - Butler County Sheriff's Office
- Have a handgun qualification certificate.
- Received training regarding the mental preparation in response to active killers by reading the work of Lt. Dave Grossman and/or attendance at a seminar provided by Lt. Dave Grossman.

BACKGROUND CHECK, DRUG SCREENING, AND ANNUAL EXAMS

Only those school employees who have passed a criminal background check and a mental health exam are eligible to be authorized to possess a firearm on school property.

All school employees authorized to carry a firearm must disclose to the Superintendent any circumstances that would impact their ability to possess a firearm on school property for any reason, including but not limited to: criminal arrest, citation or conviction, use of medication or other substance, any medical or psychological condition, or any other life event that may impact the employee's fitness or ability to possess a firearm under this Policy.

Such employees may be subject to annual evaluations and background checks and shall be subject to random and annual drug screening exams.

SELECTION OF FIREARMS

School employees authorized to possess firearms shall be trained on the firearms and caliber and shall only possess firearms of the caliber for which they have received training. Authorized school employees may possess and use personal firearms subject to the completion of training requirements stated in this Policy with the personal firearm.

IDENTIFICATION OF AUTHORIZED EMPLOYEES DURING EMERGENCY EVENT

The Board shall, in consultation with the Butler County Sheriff's Office, select a means by which authorized school employees will identify themselves during an emergency event. This identification shall be worn by the authorized school employees and shall be visible in a crowded, chaotic situation. Authorized individuals shall receive training on the location and use of such identification. The Superintendent may modify the identification method from time to time. However, the Board shall notify the Butler County Sheriff's Office of any change in identifier immediately.

PERMITTED AMMUNITION

Only hollow-point or frangible ammunition, i.e., ammunition designed to have reduced ricochet hazard, will be permitted in firearms authorized to be on school property under this policy.

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EXHIBIT D

1 IN THE COURT OF COMMON PLEAS

2 BUTLER COUNTY, OHIO

3 * * *

4 ERIN GABBARD,

5 et al.,

6 Plaintiffs/Relators,

7 vs. CASE NO. CV 2018 09 2028

8 MADISON LOCAL SCHOOL

9 DISTRICT BOARD OF EDUCATION,

10 et al.,

11 Defendants/Respondents.

12 CONFIDENTIAL - ATTORNEYS' EYES ONLY

13 Deposition of LISA TUTTLE-HUFF,

14 Ph.D., Defendant herein, called by the

15 Plaintiffs/Relators for cross-examination

16 pursuant to the Rules of Civil Procedure, taken

17 before me, Karen M. Rudd, a Notary Public in and

18 for the State of Ohio, at the Courtyard

19 Marriott, 1 Riverfront Plaza, Hamilton, Ohio, on

20 Friday, January 11, 2019, at 9:20 a.m.

21 * * *

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<p style="text-align: right;">Page 10</p> <p>1 Q. But also, in all seriousness, if 2 you need a break, just let me know, and we will 3 take a break. 4 A. Yes. Thanks. 5 Q. I'm going to try to go for about an 6 hour and then take a break. But if something 7 comes up, we may take a break earlier. Is that 8 okay? 9 A. Yes. 10 Q. And you understand that there's a 11 confidentiality agreement in this lawsuit 12 between the plaintiffs' counsel and the defense 13 counsel? 14 A. I do. 15 Q. So there are things that may come 16 up in this deposition and that you may be 17 required to answer, and your counsel can later 18 designate those responses as confidential. Do 19 you understand? 20 A. I do. 21 Q. And finally, you know we had a 22 couple of depositions yesterday, and to try to 23 keep a clear record, we introduced some exhibits 24 yesterday. So sometimes I may be referring to 25 exhibits that were introduced previously, and I</p>	<p style="text-align: right;">Page 12</p> <p>1 Q. Understood. And other than serving 2 as a superintendent, have you held any other 3 positions in the educational field? 4 A. I have been a teacher, a counselor, 5 an assistant principal, a principal, and a 6 superintendent. 7 Q. I just want to make sure I got all 8 of those. Teacher? 9 A. Counselor. 10 Q. Counselor? 11 A. Assistant principal, principal, and 12 superintendent. 13 Q. Was that always in Ohio? 14 A. Yes. 15 Q. So is it fair to say that the bulk 16 of your career has been in the educational 17 field? 18 A. Yes. 19 Q. Prior to coming to Madison, when 20 you were a superintendent previously, have you 21 ever implemented a policy allowing staff to 22 carry firearms? 23 A. I did not implement a policy, but 24 there was a policy, yes, at my last school. 25 Q. So your last school was the Grant</p>
<p style="text-align: right;">Page 11</p> <p>1 will give you a copy so you can obviously look 2 at them. 3 A. Okay. 4 Q. So you said you are the 5 superintendent at Madison, right? 6 A. I am. 7 Q. How long have you been there? 8 A. July 1st, 2018. 9 Q. And you have been a superintendent 10 before, correct? 11 A. Yes. 12 Q. How many years have you been a 13 superintendent? 14 A. This is my sixth. 15 Q. Sixth year? 16 A. Yes, ma'am. 17 Q. At what school district were you a 18 superintendent previously? 19 A. Grant Career Center, Bethel, Ohio. 20 Q. Can you spell the name of that? 21 A. Grant Career Center. 22 Q. And all of those six years, that's 23 where you were the superintendent? 24 A. Five at Grant, and then this year 25 at Madison.</p>	<p style="text-align: right;">Page 13</p> <p>1 Career Center, right? 2 A. The individual was a criminal 3 justice teacher, so he was allowed to carry. 4 Q. You are saying that there was some 5 kind of an exception that allows a criminal 6 justice teacher to carry? 7 A. Yes. 8 MR. CONOVER: Objection. 9 BY MS. LEFKOWITZ: 10 Q. And were you responsible for 11 overseeing that person in any way with regard to 12 the firearm? 13 A. No. 14 Q. When you took the current position 15 at Madison, did you understand that part of your 16 responsibility would be to authorize individuals 17 to carry firearms? 18 MR. CONOVER: Objection. 19 THE WITNESS: I do not authorize. 20 BY MS. LEFKOWITZ: 21 Q. You do not authorize? 22 A. I do not authorize. 23 Q. When you took this position, did 24 you understand that you would be involved in 25 overseeing a policy of letting certain</p>

4 (Pages 10 - 13)

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<p style="text-align: right;">Page 14</p> <p>1 individuals carry firearms on campus?</p> <p>2 A. I did.</p> <p>3 Q. Were you interviewed about that?</p> <p>4 A. No.</p> <p>5 Q. So being involved in the</p> <p>6 administration of having certain individuals</p> <p>7 carry firearms on campus wasn't a requirement of</p> <p>8 your job title?</p> <p>9 A. No.</p> <p>10 Q. When you interviewed for the</p> <p>11 position -- well, strike that.</p> <p>12 When did you interview for the</p> <p>13 position?</p> <p>14 A. June.</p> <p>15 Q. At that point, did you know that</p> <p>16 Madison had passed a resolution to arm staff?</p> <p>17 A. I did not know they had passed the</p> <p>18 resolution.</p> <p>19 Q. When did you become aware that</p> <p>20 Madison had passed a resolution to arm teachers?</p> <p>21 A. At the end of June.</p> <p>22 Q. Was that before or after you</p> <p>23 accepted the position?</p> <p>24 A. I can't say. I don't know if it</p> <p>25 was before or after.</p>	<p style="text-align: right;">Page 16</p> <p>1 volunteered to be on this committee?</p> <p>2 A. The summer.</p> <p>3 Q. And by summer, I mean before Labor</p> <p>4 Day. Was it before Labor Day?</p> <p>5 A. Yes.</p> <p>6 Q. So you volunteered to be on this</p> <p>7 committee sometime between July 1st and Labor</p> <p>8 Day; is that correct?</p> <p>9 A. Yes.</p> <p>10 Q. When was the first meeting of the</p> <p>11 committee?</p> <p>12 A. I don't know. I can't say.</p> <p>13 Q. Would you have any records that</p> <p>14 would show when the first meeting occurred?</p> <p>15 A. I would not, no.</p> <p>16 Q. Do you have any record of any of</p> <p>17 these meetings occurring?</p> <p>18 A. I can't say that I do. I don't --</p> <p>19 I can't say for sure.</p> <p>20 Q. Sitting here today, you don't</p> <p>21 recall any records that you may have of</p> <p>22 attending one of these meetings?</p> <p>23 A. I do not recall any records. Does</p> <p>24 that mean that there aren't any emails? There's</p> <p>25 a possibility, but I do not know for sure. I</p>
<p style="text-align: right;">Page 15</p> <p>1 Q. You serve on the safety committee</p> <p>2 that is involved in interviewing individuals who</p> <p>3 want to carry firearms on campus; is that</p> <p>4 correct?</p> <p>5 A. I do.</p> <p>6 Q. Did you volunteer to be on that</p> <p>7 committee?</p> <p>8 A. Probably, yes. Yes, but it's --</p> <p>9 yes, I did volunteer.</p> <p>10 Q. Why did you volunteer?</p> <p>11 A. I think that the CEO of an</p> <p>12 institution should be highly involved in any</p> <p>13 aspect of the school, so that's why.</p> <p>14 Q. When did you volunteer to be on the</p> <p>15 committee?</p> <p>16 A. It would have been after I accepted</p> <p>17 the position. So after July 1st sometime.</p> <p>18 Q. Was it in 2018?</p> <p>19 A. Yes. I have only been there since</p> <p>20 July 2018.</p> <p>21 Q. My point is it wasn't in 2019,</p> <p>22 right?</p> <p>23 A. Correct.</p> <p>24 Q. Was it in -- do you know whether it</p> <p>25 was in the summer or the fall that you</p>	<p style="text-align: right;">Page 17</p> <p>1 don't know if it was done in person or in an</p> <p>2 email.</p> <p>3 Q. How many times has the committee</p> <p>4 met?</p> <p>5 A. The interview committee?</p> <p>6 Q. Yes. Well, strike that.</p> <p>7 Is the safety committee the same</p> <p>8 thing as the interview committee?</p> <p>9 A. No.</p> <p>10 Q. What's the difference?</p> <p>11 A. Well, we have a safety committee</p> <p>12 that is comprised of -- so are you referring to</p> <p>13 the safety committee that is the district safety</p> <p>14 committee, or the safety committee related to</p> <p>15 this specific policy?</p> <p>16 Q. So to be 100 percent honest, I was</p> <p>17 not aware until you answered that question that</p> <p>18 there was more than one safety committee. So I</p> <p>19 was referring to the safety committee for this</p> <p>20 specific policy. Knowing that now, would you</p> <p>21 change the answer to any of the questions that</p> <p>22 you --</p> <p>23 A. No.</p> <p>24 Q. -- have given?</p> <p>25 A. No.</p>

5 (Pages 14 - 17)

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<p style="text-align: right;">Page 34</p> <p>1 identification.)</p> <p>2 BY MS. LEFKOWITZ:</p> <p>3 Q. Why don't you look at this and let</p> <p>4 me know when you're ready to discuss it.</p> <p>5 A. Yes. Yes.</p> <p>6 Q. Are you familiar with this</p> <p>7 document?</p> <p>8 A. I am.</p> <p>9 Q. Can you tell me what it is?</p> <p>10 A. This is our firearm authorization</p> <p>11 policy.</p> <p>12 Q. When you say our, you mean</p> <p>13 Madison's, right?</p> <p>14 A. Yes, Madison Local Schools'.</p> <p>15 Q. Were you involved in drafting this?</p> <p>16 A. I was not.</p> <p>17 Q. Have you reviewed it since it was</p> <p>18 drafted?</p> <p>19 A. Yes.</p> <p>20 Q. And are you familiar with it?</p> <p>21 A. I am.</p> <p>22 Q. Is it fair to say that this --</p> <p>23 well, strike that.</p> <p>24 Is this the main policy that</p> <p>25 provides the rules by which teachers can bring</p>	<p style="text-align: right;">Page 36</p> <p>1 engage in deadly force unless, you know, in a</p> <p>2 life or death situation.</p> <p>3 Q. Can you tell me where those</p> <p>4 clarifications are found?</p> <p>5 A. These are something that we talked</p> <p>6 to them about in person in their interviews.</p> <p>7 Q. So there's no written documentation</p> <p>8 of these clarifications?</p> <p>9 A. I don't think that it actually</p> <p>10 comes out and states that in this document, no.</p> <p>11 Q. So I'm just going to walk through</p> <p>12 several paragraphs in this document.</p> <p>13 A. Okay.</p> <p>14 Q. I'm looking at the very first page</p> <p>15 right now. It says 263 at the bottom.</p> <p>16 A. Uh-huh.</p> <p>17 Q. Do you see the paragraph where it</p> <p>18 says confidentiality?</p> <p>19 A. Yes.</p> <p>20 Q. Is it fair to say one of the rules</p> <p>21 for being allowed to carry a firearm on Madison</p> <p>22 property is that you agree to keep the emergency</p> <p>23 management plan confidential?</p> <p>24 MR. CONOVER: Objection.</p> <p>25 THE WITNESS: Yes.</p>
<p style="text-align: right;">Page 35</p> <p>1 firearms -- strike that.</p> <p>2 Is this the policy that regulates</p> <p>3 how authorized individuals should be carrying</p> <p>4 firearms on Madison's property?</p> <p>5 A. How they should be carrying them?</p> <p>6 Q. Well, I'm not -- I'm phrasing the</p> <p>7 question very badly, but are there any other</p> <p>8 policies that you are aware of that touch on the</p> <p>9 issue of authorized individuals bringing</p> <p>10 firearms into Madison's schools?</p> <p>11 A. There are no other policies related</p> <p>12 to arming or bringing -- teachers being</p> <p>13 authorized to carry firearms.</p> <p>14 Q. So this is the main set of rules?</p> <p>15 A. I don't know if they are called</p> <p>16 rules, but they are parameters.</p> <p>17 Q. Parameters. Great.</p> <p>18 A. Uh-huh.</p> <p>19 Q. Are there any other parameters that</p> <p>20 authorized individuals are required to follow?</p> <p>21 A. There are clarifications to this</p> <p>22 policy.</p> <p>23 Q. What are those clarifications?</p> <p>24 A. One being, you know, that they are</p> <p>25 not security personnel, and they are not to</p>	<p style="text-align: right;">Page 37</p> <p>1 BY MS. LEFKOWITZ:</p> <p>2 Q. And let me strike that. When I say</p> <p>3 you, I meant the authorized individual must keep</p> <p>4 the district's emergency management plan</p> <p>5 confidential; is that accurate?</p> <p>6 MR. CONOVER: Objection.</p> <p>7 THE WITNESS: The authorized</p> <p>8 individual?</p> <p>9 MS. LEFKOWITZ: Yes.</p> <p>10 THE WITNESS: That -- I'm sorry.</p> <p>11 You're going to have to clarify what you just</p> <p>12 said. I'm not sure what you just said.</p> <p>13 BY MS. LEFKOWITZ:</p> <p>14 Q. Sure. One of the rules for the</p> <p>15 firearms authorization policy is that an</p> <p>16 individual who is carrying a firearm pursuant to</p> <p>17 this policy is expected to keep the details of</p> <p>18 this policy confidential, right?</p> <p>19 MR. CONOVER: Objection.</p> <p>20 THE WITNESS: The board and they</p> <p>21 have a confidentiality agreement, yes.</p> <p>22 BY MS. LEFKOWITZ:</p> <p>23 Q. Let's go to the second page. So</p> <p>24 that's going to be page 264. Are you on that</p> <p>25 page?</p>

10 (Pages 34 - 37)

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<p style="text-align: right;">Page 38</p> <p>1 A. I am.</p> <p>2 Q. I'm going to direct your attention</p> <p>3 to concealed handgun licenses. Do you see that?</p> <p>4 A. Uh-huh.</p> <p>5 Q. I'm looking at the middle of the</p> <p>6 paragraph, and it says such authorized school</p> <p>7 employees must conceal their weapon at all times</p> <p>8 on school grounds. Do you see that sentence?</p> <p>9 A. Uh-huh. Yes.</p> <p>10 Q. So that's one of the rules for</p> <p>11 carrying a firearm on Madison property, right?</p> <p>12 A. Must conceal their weapon, yes.</p> <p>13 Q. So what is the mechanism to ensure</p> <p>14 that each individual is actually concealing</p> <p>15 their weapon at all times?</p> <p>16 A. That is another part of the</p> <p>17 interview process when we discuss with them what</p> <p>18 their method to conceal would be.</p> <p>19 Q. So that's before they are</p> <p>20 authorized, right?</p> <p>21 A. Uh-huh.</p> <p>22 Q. So my question is while they are</p> <p>23 actually carrying, what mechanism is in place to</p> <p>24 ensure that they actually are following that</p> <p>25 particular rule?</p>	<p style="text-align: right;">Page 40</p> <p>1 Q. How do you ensure that employees</p> <p>2 are actually complying with this rule?</p> <p>3 A. There's a piece of this that says</p> <p>4 that they will -- can only carry the firearm</p> <p>5 that they qualified with in the program. So we</p> <p>6 know which firearm that is.</p> <p>7 Q. So my question was about this</p> <p>8 particular sentence, which requires that an</p> <p>9 authorized individual only have a round</p> <p>10 chambered if the firearm is a striker-fired</p> <p>11 weapon.</p> <p>12 A. Right.</p> <p>13 Q. My question is how do you ensure</p> <p>14 that authorized individuals are following that</p> <p>15 rule?</p> <p>16 A. Are following the rule to have the</p> <p>17 round chambered only if they are striker-fired?</p> <p>18 Q. Yes.</p> <p>19 A. I mean, this is an interview</p> <p>20 discussion that we have, as well. And at some</p> <p>21 point we have to understand their</p> <p>22 professionalism and that they are going to</p> <p>23 follow the rules.</p> <p>24 Q. So you are relying on them to</p> <p>25 follow the rules?</p>
<p style="text-align: right;">Page 39</p> <p>1 A. What mechanism as far as -- I'm not</p> <p>2 sure what you're asking, if you're asking</p> <p>3 whether or not someone could tell, or are you</p> <p>4 asking how I follow up, or what is your</p> <p>5 question?</p> <p>6 Q. Thank you. I'm glad you asked.</p> <p>7 I'm asking how you ensure that the individual is</p> <p>8 actually keeping his firearm concealed?</p> <p>9 A. First of all, they discuss with us</p> <p>10 what their technique is to do that. And then I</p> <p>11 am in the building on a daily basis, and I am</p> <p>12 able to notice that.</p> <p>13 Q. So you keep a lookout for that?</p> <p>14 A. I do.</p> <p>15 Q. Could you read me the sentence</p> <p>16 immediately following?</p> <p>17 A. The one that says any?</p> <p>18 Q. Uh-huh.</p> <p>19 A. Any such firearm may only have a</p> <p>20 round chambered if the firearm is a</p> <p>21 striker-fired weapon and the firearm is carried</p> <p>22 in a holster with an appropriate trigger guard.</p> <p>23 Q. Is it fair to say that's another</p> <p>24 rule for carrying a firearm on Madison property?</p> <p>25 A. Yes. Primary, yes.</p>	<p style="text-align: right;">Page 41</p> <p>1 A. Yes.</p> <p>2 Q. You don't actually have any</p> <p>3 mechanism in place to ensure that they are</p> <p>4 following that rule?</p> <p>5 A. I -- there's -- short of me going</p> <p>6 in and looking at their gun daily, I don't think</p> <p>7 there truly is a mechanism to be able to do</p> <p>8 that.</p> <p>9 Q. Do you ever go and check their</p> <p>10 firearm?</p> <p>11 A. Do I ever check their firearm? If</p> <p>12 I asked to check their firearm, they would allow</p> <p>13 me. But at no point do I go in and try to check</p> <p>14 their firearm. That's really not my expertise.</p> <p>15 Q. Have you ever tried to check their</p> <p>16 firearm to make sure that they are following</p> <p>17 this rule?</p> <p>18 A. No.</p> <p>19 Q. So the second part of that sentence</p> <p>20 says that the firearm is carried -- let me --</p> <p>21 the second part of that sentence requires that</p> <p>22 the firearm be carried in a holster with an</p> <p>23 appropriate trigger guard. Do you see that?</p> <p>24 A. Uh-huh. Yes. I'm sorry.</p> <p>25 Q. No problem.</p>

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<p style="text-align: right;">Page 42</p> <p>1 A. Yes.</p> <p>2 Q. What is an appropriate trigger</p> <p>3 guard?</p> <p>4 A. You have to understand that -- it</p> <p>5 could be a compression vest where there would be</p> <p>6 a guard there for them before they pull it out.</p> <p>7 So there's different mechanisms.</p> <p>8 So just appropriate would be, you</p> <p>9 know, whatever, whether it would have -- once</p> <p>10 again, I'm not an expert, but a guard on</p> <p>11 their -- safety on their gun.</p> <p>12 Q. Is there anyone at the school who</p> <p>13 verifies that the trigger guard they have is</p> <p>14 appropriate?</p> <p>15 A. We have had our -- our SROs have</p> <p>16 seen the gun. Yes, they have seen the gun.</p> <p>17 Q. Is there any mechanism in place to</p> <p>18 systematically make sure that the authorized</p> <p>19 individuals are actually using appropriate</p> <p>20 trigger guards?</p> <p>21 A. They have been looked at before</p> <p>22 the -- at the program, and they would use the</p> <p>23 same gun, so it would be an appropriate trigger</p> <p>24 guard, because they have already been -- it's</p> <p>25 already been looked at at the program.</p>	<p style="text-align: right;">Page 44</p> <p>1 Q. I just want to make sure we get a</p> <p>2 clear answer. You do trust them that they are</p> <p>3 bringing the same gun?</p> <p>4 A. Yes, I do.</p> <p>5 Q. But there aren't any actual</p> <p>6 mechanisms to verify they are bringing the same</p> <p>7 gun?</p> <p>8 MR. CONOVER: Objection.</p> <p>9 THE WITNESS: No.</p> <p>10 BY MS. LEFKOWITZ:</p> <p>11 Q. Let's go to the next page. Do you</p> <p>12 see where it says -- so we are looking at page</p> <p>13 265.</p> <p>14 A. Yes.</p> <p>15 Q. And the section where it says</p> <p>16 background check, drug screening, and annual</p> <p>17 exams.</p> <p>18 A. Yes.</p> <p>19 Q. Do you see the second paragraph</p> <p>20 where it says all school employees?</p> <p>21 A. Uh-huh. Yes.</p> <p>22 Q. Could you actually read that</p> <p>23 paragraph out loud?</p> <p>24 A. All school employees authorized to</p> <p>25 carry a firearm must disclose --</p>
<p style="text-align: right;">Page 43</p> <p>1 Q. When you say the program, you mean</p> <p>2 at the interview?</p> <p>3 A. At the FASTER program.</p> <p>4 Q. Okay. So someone at the -- I just</p> <p>5 want to make sure we are on the same page. So</p> <p>6 someone at the FASTER program has checked they</p> <p>7 are using an appropriate trigger guard?</p> <p>8 A. And our SRO has already reviewed,</p> <p>9 looked at their guns, as well.</p> <p>10 Q. Before they are authorized; is that</p> <p>11 right?</p> <p>12 A. Yes. Yes.</p> <p>13 Q. My question is while they are</p> <p>14 actually carrying, is there anyone who is</p> <p>15 verifying any of this?</p> <p>16 A. It's the same gun, so it would</p> <p>17 still be the same situation.</p> <p>18 Q. How do you know that it's the same</p> <p>19 gun?</p> <p>20 A. Because they -- that's part of the</p> <p>21 authorization, that it be the same gun that they</p> <p>22 qualified with.</p> <p>23 Q. So you trust them that it's the</p> <p>24 same gun?</p> <p>25 A. They are professionals. Yes, I do.</p>	<p style="text-align: right;">Page 45</p> <p>1 MR. CONOVER: I'm just going to ask</p> <p>2 you to slow down so the court reporter can get</p> <p>3 everything for you.</p> <p>4 THE WITNESS: -- must disclose to</p> <p>5 the superintendent any circumstances that would</p> <p>6 impact their ability to possess a firearm on</p> <p>7 school property for any reason, including, but</p> <p>8 not limited to, criminal arrests, citation or</p> <p>9 conviction, use of medication or other</p> <p>10 substance, any medical or psychological</p> <p>11 condition, or any other life event that may</p> <p>12 impact the employee's fitness or ability to</p> <p>13 possess a firearm under this policy.</p> <p>14 BY MS. LEFKOWITZ:</p> <p>15 Q. So this is one of those other cases</p> <p>16 where you expect the authorized individuals to</p> <p>17 tell you if they are no longer qualified to</p> <p>18 carry a firearm, right?</p> <p>19 A. Say that again. I'm sorry. Can</p> <p>20 you repeat what you just said?</p> <p>21 Q. If an authorized individual, for</p> <p>22 example, had -- is using some kind of medication</p> <p>23 or other substance that may make that person not</p> <p>24 able to safely carry a firearm, the expectation</p> <p>25 is that employee would tell you?</p>

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<p style="text-align: right;">Page 46</p> <p>1 MR. CONOVER: Objection.</p> <p>2 THE WITNESS: Yes and no. We also</p> <p>3 have a drug abuse -- we have a drug policy, as</p> <p>4 well, that we can make sure of that.</p> <p>5 BY MS. LEFKOWITZ:</p> <p>6 Q. What is that drug abuse policy?</p> <p>7 A. We have a drug abuse policy that if</p> <p>8 any -- under any situation that I feel that any</p> <p>9 employee needs to be tested, they can. We can</p> <p>10 do that.</p> <p>11 Q. Is that for illegal drugs or for</p> <p>12 any kind? Does that also apply to medication?</p> <p>13 A. Well, that's illegal drugs.</p> <p>14 Q. The policy is for illegal drugs?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. And you see at the very end</p> <p>17 of that sentence, it says -- well, all school</p> <p>18 employees authorized to carry a firearm must</p> <p>19 disclose to the superintendent any circumstances</p> <p>20 that would impact their ability to possess a</p> <p>21 firearm on school property for any reason,</p> <p>22 including, and then I'm skipping a little, it</p> <p>23 says any other life event that may impact the</p> <p>24 employee's fitness or ability to possess a</p> <p>25 firearm under this policy. Do you see that?</p>	<p style="text-align: right;">Page 48</p> <p>1 will not go through another individual. It will</p> <p>2 only go into that person that you actually shoot</p> <p>3 at. It will not come out and cause any other</p> <p>4 person to be harmed.</p> <p>5 Q. So the point of that rule is that a</p> <p>6 bystander won't get hurt, right?</p> <p>7 A. Correct.</p> <p>8 Q. What is the mechanism that you have</p> <p>9 to ensure that individuals who are authorized to</p> <p>10 carry firearms are actually following that rule?</p> <p>11 A. They actually have given that</p> <p>12 information to us in the interview, as well,</p> <p>13 that this is what they are using.</p> <p>14 Q. But after the interview when they</p> <p>15 are actually carrying, what -- is there any kind</p> <p>16 of mechanism to ensure that they are only using</p> <p>17 that type of ammunition?</p> <p>18 A. There could be random checks if we</p> <p>19 wanted. But we have not done that, no.</p> <p>20 Q. So up to this date, you have not</p> <p>21 done any random checks?</p> <p>22 A. No.</p> <p>23 Q. Looking at this policy as a whole,</p> <p>24 is there anyplace in it where there's any rule</p> <p>25 or parameter that says that the authorized</p>
<p style="text-align: right;">Page 47</p> <p>1 A. Uh-huh. Yes..</p> <p>2 Q. So you would expect them, if they</p> <p>3 are under a lot of stress at home, to tell you?</p> <p>4 MR. CONOVER: Objection.</p> <p>5 THE WITNESS: I would expect them</p> <p>6 to have that conversation, yes.</p> <p>7 BY MS. LEFKOWITZ:</p> <p>8 Q. If you'd look at the bottom of page</p> <p>9 265 where it says permitted ammunition. Do you</p> <p>10 see that?</p> <p>11 A. Yes.</p> <p>12 Q. Could you read that sentence out</p> <p>13 loud, please?</p> <p>14 A. Any hollow-point or frangible</p> <p>15 ammunition, i.e., ammunition designed to have</p> <p>16 reduced ricochet hazard, will be permitted in</p> <p>17 firearms authorized to be on school property</p> <p>18 under this policy.</p> <p>19 Q. Is that another rule that an</p> <p>20 authorized individual has to follow when</p> <p>21 carrying a firearm on Madison property?</p> <p>22 A. Yes.</p> <p>23 Q. And what's the purpose of that</p> <p>24 rule?</p> <p>25 A. So that if it -- a hollow point</p>	<p style="text-align: right;">Page 49</p> <p>1 individual is not allowed to affirmatively go</p> <p>2 after a bad guy?</p> <p>3 MR. CONOVER: Objection.</p> <p>4 THE WITNESS: Is there a rule in</p> <p>5 this particular -- that's a conversation in the</p> <p>6 interview.</p> <p>7 BY MS. LEFKOWITZ:</p> <p>8 Q. So there's nothing in this policy</p> <p>9 that says the individual cannot act as a</p> <p>10 security personnel?</p> <p>11 MR. CONOVER: Objection.</p> <p>12 THE WITNESS: No. No.</p> <p>13 BY MS. LEFKOWITZ:</p> <p>14 Q. There's nothing in this policy that</p> <p>15 says the authorized individual is prohibited</p> <p>16 from giving chase to a suspect, right?</p> <p>17 MR. CONOVER: Objection.</p> <p>18 THE WITNESS: No.</p> <p>19 BY MS. LEFKOWITZ:</p> <p>20 Q. There's nothing in this policy that</p> <p>21 says the authorized individual is prohibited</p> <p>22 from going out to investigate a potential</p> <p>23 shooter?</p> <p>24 A. No.</p> <p>25 Q. Or going out to investigate whether</p>

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1 there is a potential shooter?
2 A. No.
3 Q. I think I'm done with this one for
4 now.
5 MR. CONOVER: Can we go off the
6 record?
7 MS. LEFKOWITZ: Yeah, let's go off
8 the record.
9 (Recess taken.)
10 MS. LEFKOWITZ: Back on the record.
11 BY MS. LEFKOWITZ:
12 Q. So I just want to get a sense of
13 the timeline --
14 A. Yes, ma'am.
15 Q. -- with regard to the policy to
16 allow authorized individuals to carry firearms
17 on Madison property. The resolution to allow
18 armed staff was passed April 24, 2018; is that
19 correct?
20 A. I'm assuming. I was not part of
21 that. I wasn't hired at that point.
22 Q. I'm just going to show you the
23 resolution --
24 A. Yeah. Yeah.
25 Q. -- so you have the date.

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1 (Thereupon, Plaintiffs' Exhibit L,
2 Resolution to allow armed staff in school safety
3 zone, having been previously marked, was
4 presented for purposes of identification.)
5 BY MS. LEFKOWITZ:
6 Q. Exhibit L. The date is not on the
7 resolution, so I'm going to represent to you
8 that the resolution was passed in April 2018.
9 Can we agree to that?
10 MR. CONOVER: I think it says it at
11 the bottom of Exhibit L, but I'm fine to
12 stipulate to that.
13 THE WITNESS: Okay.
14 BY MS. LEFKOWITZ:
15 Q. Can you take a look at that
16 resolution, please, that is Exhibit L?
17 A. Oh, yes.
18 Q. That's the resolution to allow
19 armed staff at Madison, right?
20 A. Yes.
21 Q. And you see towards the bottom it
22 says that this resolution was adopted on
23 April 24th, 2018, correct?
24 A. Yes.
25 Q. And you started at Madison in your

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1 current position on July 1st?
2 A. Yes.
3 Q. We heard some testimony
4 yesterday -- that's it. I just wanted to get
5 the date straight.
6 We heard some testimony yesterday
7 that the individuals who are currently
8 authorized to carry firearms at Madison had
9 shown interest very early on in the process; is
10 that fair?
11 MR. CONOVER: Objection.
12 THE WITNESS: I do not know the
13 answer to that question.
14 BY MS. LEFKOWITZ:
15 Q. By the time you came to Madison on
16 July 1st, do you know that there were
17 individuals who were seeking to be authorized to
18 carry firearms on Madison property?
19 A. I did not know on July 1st.
20 Q. When did you learn the identities
21 of the individuals who were seeking
22 authorization?
23 A. In the interviews when they came in
24 to interview with the committee.
25 Q. When were those interviews?

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1 A. I'm sorry. I don't know. It's
2 sometime after I was hired and before school
3 started.
4 Q. When did school start?
5 A. August 15th.
6 Q. So there are authorized
7 individuals now at Madison who can carry
8 firearms, right?
9 A. Yes.
10 Q. Each of those individuals
11 were interviewed by the safety committee
12 sometime between July 1 and August 15th; is that
13 right?
14 A. Yes.
15 Q. And you were one of the people who
16 interviewed them; is that right?
17 A. I was.
18 Q. Did you interview all of
19 them?
20 A. Yes.
21 Q. Did the interviews occur on the
22 same day?
23 A. I can't say for sure.
24 Q. When you interviewed -- when you
25 interviewed them, that was part of the safety

14 (Pages 50 - 53)

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<p style="text-align: right;">Page 74</p> <p>1 social, emotional, and those types of pieces to 2 look at that. 3 BY MS. LEFKOWITZ: 4 Q. So who on the safety committee was 5 responsible for verifying the firearms training 6 portion of the requirements? 7 A. That would be the two board 8 members. 9 Q. So the two board members or one of 10 the two board members would presumably have seen 11 this document? 12 A. Yes, I assume. I can't say for 13 sure. I mean, I can't speak for them, but yes, 14 they are the ones who authorize for this 15 training. 16 Q. The committee that conducted these 17 interviews, did you keep any -- strike that. 18 When you conducted these 19 interviews, did you keep the actual documents 20 from each of the interviews? 21 A. No. 22 Q. Would there be any record of what 23 occurred in these interviews? 24 A. No. 25 Q. Is there any record of the</p>	<p style="text-align: right;">Page 76</p> <p>1 safety committee for these interviews? 2 A. No. 3 Q. Let's flip to the second page of 4 Exhibit Q. 5 MR. CONOVER: Q or R? 6 BY MS. LEFKOWITZ: 7 Q. R. Thank you. Let's look at the 8 second page of R. So can you read the top 9 bullet point on the second page? 10 A. The individual would then undergo a 11 mental health evaluation. 12 Q. So according to this letter, there 13 would first be an interview, and then the 14 individual would undergo a mental health 15 evaluation? 16 MR. CONOVER: Objection. 17 THE WITNESS: I don't think that 18 that is the case. It says then, but that's -- 19 it's not necessarily in that order, not 20 necessarily -- this is not a continuum timeline. 21 BY MS. LEFKOWITZ: 22 Q. The bullet point that we looked at 23 before which talks about the interview, does it 24 have -- does it say anything about reviewing a 25 mental health evaluation?</p>
<p style="text-align: right;">Page 75</p> <p>1 documents that were actually reviewed by the 2 safety committee during these interviews or 3 before the interviews? 4 A. Meaning are there documents on 5 file? 6 Q. Yes. 7 A. There are some documents on file. 8 They are not in my possession though. They are 9 in the board's possession. 10 Q. What are the documents? 11 A. I can't tell you what all of those 12 are. That's the board's. That's their -- 13 that's their documents. 14 Q. Okay. I just want to be very 15 clear, I'm talking about the documents that the 16 safety committee would have reviewed. 17 A. Uh-huh. 18 Q. You are a member of the safety 19 committee, correct? 20 A. I am. 21 Q. That conducted these interviews, 22 correct? 23 A. I am. 24 Q. My question is, is there any record 25 of the documents that were reviewed by the</p>	<p style="text-align: right;">Page 77</p> <p>1 A. No, and I can't tell you if there 2 was an interview before I came on board either. 3 So that could have been a relation, but this is 4 not necessarily a timeline. If it's based on -- 5 this is just a specific -- this is just a list 6 of items so the community could get an 7 understanding of what they go through as 8 protocol. 9 Q. So this document was sent to the 10 community to explain to them what actually 11 happens when an individual is authorized to 12 carry a firearm, correct? 13 A. Yes. 14 Q. But you are saying -- 15 A. I don't know that the word then 16 necessarily equates to that being the timeline 17 is what I'm telling you. 18 Q. Do you see how a person -- 19 A. Yes. 20 Q. -- reading this may be confused? 21 A. Yes, I do. 22 Q. Can you read the following bullet 23 point? 24 A. Following these evaluations, the 25 staff member would be recommended for or against</p>

20 (Pages 74 - 77)

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1 A. The superintendent shall
2 periodically notify the Board of Education in
3 executive session of the individuals authorized
4 under this policy.
5 Q. So it's the superintendent that is
6 telling the board who is authorized, correct?
7 MR. CONOVER: Objection.
8 THE WITNESS: No, no. That
9 statement is in case that an armed person were
10 to drop out of the program. I have to keep them
11 up-to-date on that.
12 BY MS. LEFKOWITZ:
13 Q. And let's look at the paragraph
14 above that, C, revocation.
15 A. Yes.
16 Q. Can you read the first sentence?
17 A. Any school employee authorized to
18 carry a firearm may voluntarily revoke his or
19 her authorization by providing notice to the
20 superintendent.
21 Q. Can you read the second sentence?
22 A. The superintendent may unilaterally
23 revoke any such authorization at any time for
24 any reason or no reason at all.
25 Q. So the power to revoke

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1 authorization is solely with the superintendent,
2 correct?
3 MR. CONOVER: Objection.
4 THE WITNESS: I would not call that
5 solely. I would say that's -- it's a power that
6 I have based on the fact that I'm with them
7 daily, and if I were to see something that I
8 thought was off or needed to be taken care of, I
9 could do that at that time and then take it to
10 the board.
11 BY MS. LEFKOWITZ:
12 Q. When you say them, you mean the
13 authorized individuals, right?
14 A. Yes.
15 Q. I just want to clarify. Is there
16 anything in that paragraph discussing any
17 responsibilities that the board has with regard
18 to revocation?
19 A. Not in that paragraph, no.
20 Q. Why don't you take a look at the
21 rest of this policy and let me know if there's
22 anything anywhere else in this policy that
23 implies that the board is involved in
24 revocation.
25 A. No, I don't see it.

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1 MS. LEFKOWITZ: Let's take a break.
2 Ten minutes.
3 MR. CONOVER: Off the record.
4 (Recess taken.)
5 MS. LEFKOWITZ: Let's go back on
6 the record.
7 BY MS. LEFKOWITZ:
8 Q. I'm going to direct your attention
9 back to Exhibits M and N. Let me know when you
10 are ready.
11 A. I'm ready.
12 Q. Do you have those in front of you?
13 A. Uh-huh. Yes.
14 Q. Exhibit M is the mental health
15 evaluation of one of the individuals currently
16 authorized to carry firearms at Madison,
17 correct?
18 A. Yes.
19 Q. You reviewed this evaluation,
20 correct?
21 A. Yes.
22 Q. You reviewed this evaluation as a
23 member of the safety committee?
24 A. I did.
25 Q. And the safety committee makes the

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1 recommendation to the board about which
2 individuals should be authorized, correct?
3 A. Yes.
4 Q. And then ultimately you, as the
5 superintendent, wrote a letter to the individual
6 granting them -- granting all of them
7 authorization, correct?
8 MR. CONOVER: Objection.
9 THE WITNESS: I wrote a letter on
10 behalf of the board, yes, granting them.
11 BY MS. LEFKOWITZ:
12 Q. My question is you wrote a letter
13 to each of the authorized individuals, correct?
14 A. I did write a letter to each of
15 them.
16 Q. And that letter told them that they
17 could bring a firearm to Madison, correct?
18 A. Yes.
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

24 (Pages 90 - 93)

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<p style="text-align: right;">Page 98</p> <p>2 BY MS. LEFKOWITZ: 3 Q. What other factors? 4 A. The interview itself and my -- my 5 observations of those individuals interacting 6 with others. 7 Q. Do you mean like during the school 8 day? 9 A. Correct. 10 Q. But you had just come to the 11 school, correct, earlier that month? 12 A. Yes. 13 Q. So would it be fair to say that you 14 had not had a lot of time to observe these 15 individuals? 16 A. Correct. 17 Q. And this interview, do you have any 18 record memorializing -- did you take any notes 19 during this interview? 20 A. I don't remember. 21 Q. You don't remember taking any 22 notes? 23 A. I don't. 24 MS. LEFKOWITZ: I'm just going to 25 on the record say if there are -- is any</p>	<p style="text-align: right;">Page 100</p> <p>[REDACTED]</p>
<p style="text-align: right;">Page 99</p> <p>1 documentation from these interviews, we would 2 like to see them. 3 MR. CONOVER: I understand our 4 obligations. Thank you.</p> <p>[REDACTED]</p>	<p style="text-align: right;">Page 101</p> <p>[REDACTED]</p>

26 (Pages 98 - 101)

<p style="text-align: right;">Page 118</p> <p>1 skipping those. I'm skipping 304. I'm skipping 2 305. I'm skipping 306, 307. I'm on page 308. 3 A. Once again, this is -- this 4 individual does not have names and would not 5 have names. It was only in case something were 6 to happen, and that would be the principal at 7 the high school, where he would need to know 8 anything from the authorization policy. 9 Q. Just so the record is clear, the 10 individual we are talking about is Justin K. 11 Smith? 12 A. Yes. And the last one, Jason 13 Jackson, is the elementary school principal. 14 The same thing, need to know, and he does not 15 have any information or names. 16 Q. I just want to make clear, Jason 17 Jackson, who you just identified as the 18 elementary school principal, is on page 310 of 19 the packet I gave you? 20 A. Yes. 21 Q. All right. Before I wrap up, what 22 is the role of -- the role of authorized -- 23 strike that. 24 The role of authorized individuals 25 is to provide security to the students at</p>	<p style="text-align: right;">Page 120</p> <p>1 BY MS. LEFKOWITZ: 2 Q. -- to the students? 3 MR. CONOVER: Objection. Sorry. 4 THE WITNESS: Yes. There is 5 actually a layer, because the fact that the 6 basic community doesn't know those identities 7 also gives them another layer of security, 8 because they are not sure what they would come 9 into, it would be less likely that they would do 10 that. 11 BY MS. LEFKOWITZ: 12 Q. Has anyone applied to carry 13 firearms at Madison but not been approved? 14 A. Not in my tenure, no. 15 Q. So not since you have been at 16 Madison since July 1, 2018? 17 A. Correct. 18 MS. LEFKOWITZ: I'm going to switch 19 and have my colleague, James Miller, ask some 20 questions pertaining to the insurance policy. 21 THE WITNESS: To me? 22 MS. LEFKOWITZ: Yes. 23 MR. CONOVER: Yes. 24 MR. MILLER: Can we go off the 25 record for a moment?</p>
<p style="text-align: right;">Page 119</p> <p>1 Madison, correct? 2 MR. CONOVER: Objection. 3 THE WITNESS: Not security. They 4 are not security officers. 5 BY MS. LEFKOWITZ: 6 Q. My question was not whether they 7 are security officers. But part of their role 8 is to provide security to the students, correct? 9 A. Protection in their area. 10 MR. CONOVER: Objection. 11 BY MS. LEFKOWITZ: 12 Q. What's the difference between 13 protection and security? 14 A. A security, I would assume that you 15 are saying that they need to go after a 16 perpetrator. Protection means that they are 17 only taking care of their area based on lethal 18 force being used in their area. 19 Q. Part of the role of the authorized 20 individuals is to provide a layer of safety for 21 the students, correct? 22 A. Yes. 23 Q. And you see a difference between 24 providing safety and providing security -- 25 MR. CONOVER: Objection.</p>	<p style="text-align: right;">Page 121</p> <p>1 (Thereupon, an off-the-record 2 discussion was held.) 3 MR. MILLER: Back on the record, 4 please. 5 MR. CONOVER: Just really 6 quickly -- 7 MR. MILLER: Sorry. Back off. 8 (Thereupon, an off-the-record 9 discussion was held.) 10 MR. MILLER: We can go back on the 11 record then. 12 MR. CONOVER: So I was just -- I 13 know that co-counsel have switched kind of 14 roles, in that now Mr. Miller will be asking a 15 limited set of questions to Dr. Tuttle-Huff. I 16 just want to note the defendants have no 17 objection to that. 18 MR. MILLER: Thank you, Counsel. 19 CROSS-EXAMINATION 20 BY MR. MILLER: 21 Q. My name is James Miller. Again, 22 I'm going to ask you a couple questions about a 23 document that we received this morning from your 24 lawyers, which I would like to have marked. It 25 looks like it's S, as in Sam.</p>

CONFIDENTIAL - ATTORNEYS EYES ONLY

<p style="text-align: right;">Page 130</p> <p>1 thought she meant by defensive. 2 Q. There also was quite a bit of 3 discussion about your role as a member of the 4 safety committee that reviewed the 5 qualifications and made recommendations to the 6 board. Do you remember that? 7 A. Yes. 8 Q. Do you recall or do you know who 9 picked the members of that safety committee? 10 A. I do not. 11 Q. And there was some -- again, some 12 talk about your -- the safety committee's 13 interviews with the authorized individuals. Do 14 you have any doubt that the authorized 15 individuals attended the FASTER training 16 program? 17 A. No doubt. 18 Q. Do you have any doubt that they 19 completed the program? 20 A. I have no doubt. 21 Q. And why is that? 22 A. Because of the extensive knowledge 23 that they had. 24 Q. Is there a policy that governs the 25 firearms authorization process?</p>	<p style="text-align: right;">Page 132</p> <p>1 Q. We also talked about a letter to 2 the Madison community. Do you remember that? 3 A. Yes. 4 Q. I believe it was Exhibit -- 5 A. R. 6 Q. R, yes. 7 A. Uh-huh. 8 Q. Do you recall, I think Ms. Lefkowitz 9 represented to you that it was sent out on 10 July 28th, 2018; is that correct? 11 A. Yes. 12 Q. So was the policy implemented after 13 that letter to the community? 14 A. Yes. 15 Q. Is the letter to the community 16 official district policy? 17 A. It is not. 18 Q. We also spent some time talking 19 about the psychological evaluations of the 20 authorized individuals. 21 A. Yes. 22 Q. Are those part of the district's 23 emergency management plan? 24 A. They are part of the firearms 25 authorization policy. Therefore, they are part</p>
<p style="text-align: right;">Page 131</p> <p>1 A. Meaning our emergency management 2 plan, the firearms policy, or -- 3 Q. So is there a certain policy that 4 the district has enacted or has that governs 5 arming teachers? 6 A. The policy that they -- that they 7 passed? 8 Q. I think I'm -- 9 A. Yes. 10 Q. I think we're talking about Exhibit 11 F; is that correct? 12 A. Yes. Yes. 13 Q. If you want to look at it -- 14 A. Sorry. 15 Q. -- it's probably down in the pile. 16 A. This one? 17 Q. F. 18 A. That's the resolution. Sorry. I 19 apologize. 20 Q. No problem. Right here. 21 A. Yes. Yes. 22 Q. Do you know when that firearms 23 authorization policy was implemented? 24 A. I believe sometime in August, end 25 of August.</p>	<p style="text-align: right;">Page 133</p> <p>1 of the district's emergency management plan, 2 yes. 3 Q. So it's your testimony that the 4 firearms authorization policy is part of the 5 district's emergency management plan? 6 A. The district's emergency management 7 plan. 8 Q. And the psych evaluations are part 9 of that firearms authorization policy? 10 A. Yes. Yes. 11 MR. CONOVER: Okay. I think that's 12 all I have for you this morning, 13 Dr. Tuttle-Huff. Thank you. 14 MS. LEFKOWITZ: I just now have a 15 couple of follow-ups, because I just want to 16 clarify something. 17 RECROSS-EXAMINATION 18 BY MS. LEFKOWITZ: 19 Q. Your testimony is that the firearms 20 authorization policy, which is Exhibit F, was 21 implemented in August? 22 A. Sometime the end of August is when 23 the policy was passed. 24 Q. But the mental health evaluations 25 occurred in July, correct?</p>

34 (Pages 130 - 133)

EXHIBIT E

RE: Re: Re: Re: Re: FASTER June 22-24 Tactical Defense Institute - CONFIRMATION

joe@fastersaveslives.org

Tue 6/5/2018 9:47 AM

To: Rich Natiello <natiello@hotmail.com>;

Not a problem, do you have an email or phone for Mr. French and I will contact him to explain.

Joe Eaton

Program Director - FASTERsaveslives.org

513-267-6088

Twitter: @FASTERSaves

Facebook: <https://www.facebook.com/FASTERSavesLives>

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

Subject: Re: Re: Re: FASTER June 22-24 Tactical Defense Institute - CONFIRMATION

From: "Rich Natiello" <natiello@hotmail.com>

Date: 6/4/18 10:05 pm

To: "joe@fastersaveslives.org" <joe@fastersaveslives.org>

Hi Joe. Unfortunately I am not the spokesperson for the district and we have all been instructed by the BOE not to answer questions or interview on the subject. I think they would need to speak with our Board president, Dave French.

Thanks

Rich

Sent from my Sprint Samsung Galaxy S7.

----- Original message -----

From: joe@fastersaveslives.org

Date: 6/4/18 9:31 PM (GMT-05:00)

To: Rich Natiello <natiello@hotmail.com>

Subject: RE: Re: Re: Re: FASTER June 22-24 Tactical Defense Institute - CONFIRMATION

Great, we will get him in no problem.

Also, we are working with a documentary film company from the UK this summer and they saw the news article about your school working with FASTER this year. They asked if you would be willing to talk to them about your schools decision to include firearms in your safety plan and to attend FASTER. I have attached a letter from them with more details about the group and project.

Let me know if I can get them your contact information.

Joe Eaton
Program Director - FASTERSavesLives.org
513-267-6088
Twitter: @FASTERSaves
Facebook: <https://www.facebook.com/FASTERSavesLives>

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

Subject: Re: Re: Re: FASTER June 22-24 Tactical Defense Institute - CONFIRMATION
From: "Rich Natiello" <natiello@hotmail.com>
Date: 6/4/18 2:34 pm
To: "joe@fastersaveslives.org" <joe@fastersaveslives.org>

Joe,
We have another employee who will attend the June training if a slot is open. His name is [REDACTED] As soon as he sends me his email address I will forward that on to you. Please let me know if there is a slot open for him.

Thanks
Rich Natiello

Sent from my Sprint Samsung Galaxy S7.

----- Original message -----

From: joe@fastersaveslives.org
Date: 6/1/18 11:44 AM (GMT-05:00)
To: Rich Natiello <natiello@hotmail.com>
Subject: RE: Re: Re: FASTER June 22-24 Tactical Defense Institute - CONFIRMATION

Ok,
Do you want to try to get him to another class.

The others in Adams County are
June 19-21
June 22-24
July 9-11
July 16-18

And in Medina County are
June 20-22
June 24-26
July 18-20
Aug 6-8

Joe Eaton
Program Director - FASTERSavesLives.org
513-267-6088
Twitter: @FASTERSaves
Facebook: <https://www.facebook.com/FASTERSavesLives>

From: Joe Eaton <joe@fastersaveslives.ccsend.com> on behalf of Joe Eaton
<joe@fastersaveslives.org>
Sent: Wednesday, May 30, 2018 9:13 PM
To: [REDACTED]
Subject: FASTER June 22-24 Tactical Defense Institute - CONFIRMATION



FASTER is a nonprofit program that gives educators effective violence response training.

[New Website](#) [How it Works](#) [Resources](#) [Apply](#) [Contact Us](#)

June 22-24 FASTER Level 1 Class

All,

Please do not discuss this information with anyone. We do not want any class specific information on the location or time released to the public.

**This email is to confirm your class with Tactical Defense Institute
in West Union Ohio on June 22-24 8:00AM Sharp!**

If you can't make it, I need to know ASAP so I can fill your spot with someone else!
No shows will be responsible for the training costs (currently \$1,500/person).

Next steps you need to take:

- 1) If you can not make this training class let me know ASAP
- 2) If you have not had any additional firearm training beyond your CCW class, make sure you have signed up for one of the FASTER Foundations classes. See scheduled classes at bottom of the main web page at FASTERSavesLives.org

)

3) If you are supplying your own ammo, remember 'No steel core or steel jacketed ammo allowed'. We will be shooting at steel targets and the steel core/jacketed ammo destroys them. If you are unsure, give me a call.

4) I will be following with phone calls to each of you to verify the remaining information is correct.

5) Contact me with other questions you have after reading this entire email

You are responsible for bringing the follow gear:

(See suggestions here: <http://fastersaveslives.org/faster-gear-suggestions>)

- Appropriate Firearm
- Holster (OWB is preferred Ex. Blackhawk CQC)
- Magazines (3)
- Sturdy gun belt
- Mag carrier
- Eye and ear protection
- Ammo
- Food (Refrigeration/Microwave at the range, no restaurants in area)
- Transportation

NOTE: If your gun holds less than 10 rounds, please bring 4 magazines and enough mag carriers. Minimally, we want 30+ rounds in magazines when you step up to the firing line. A 9mm or larger is required for the class.

Tactical Defense Institute's website is: <http://www.TDIOhio.com>

BRING WATER/GATORADE, snacks, and packed lunches

(There is no place for lunch near the range. Refrigerator/Microwave is available).

Bring BUG SPRAY and SUN SCREEN.

Also from the instructors are the following links they would like you to review and start practicing with NOW. There are many new videos on the CCTG you tube page. Check them out.

YouTube:

[Mastering the Trigger](#) [Simplifying the Draw Stroke](#) [Details of the Grip](#)

Articles:

[Thumbs Forward Grip article](#) [Another Thumbs forward Grip](#) [Shoot the Picture](#) [The Fundamentals](#)

We train rain or shine, please bring the appropriate attire. Given the temperature, you may wear shorts. However, we will be shooting at steel targets and you may get peppered with bullet splatter. Typically, a few pieces will stick in your skin. Perhaps 1 person may need a band aid. The more skin you have showing, the more likely this will happen. Don't worry, we have lots of band aid's. A hat is a good suggestion, it helps cut down on the glare from the sun.

Please bring some sort of light (emphasis on light) concealment cover garment such as a short sleeve button down. There will be some drills that require you to draw and fire from concealment. You will not be wearing this the entire time. Only on 1 or 2 drills will you be

required to wear a cover garment of some sort. Given the temps, these drills will be short, however they will drive home a few specific learning points.

If anybody has ever had a heat related illness (ie. heat stroke, exhaustion, fatigue), Please inform the Instructor when you arrive. Given the temps, this is something that we should all be aware of. This class is both physically and mentally demanding!

We will meet at 8am SHARP
Tactical Defense Institute
2174 Bethany Ridge
West Union, OH 45693

If you will be requiring a hotel, this is the hotel name/address and they are expecting you to arrive in the evening on Thursday June 21 and leave Sunday June 24th in the morning when you start your last day of class.

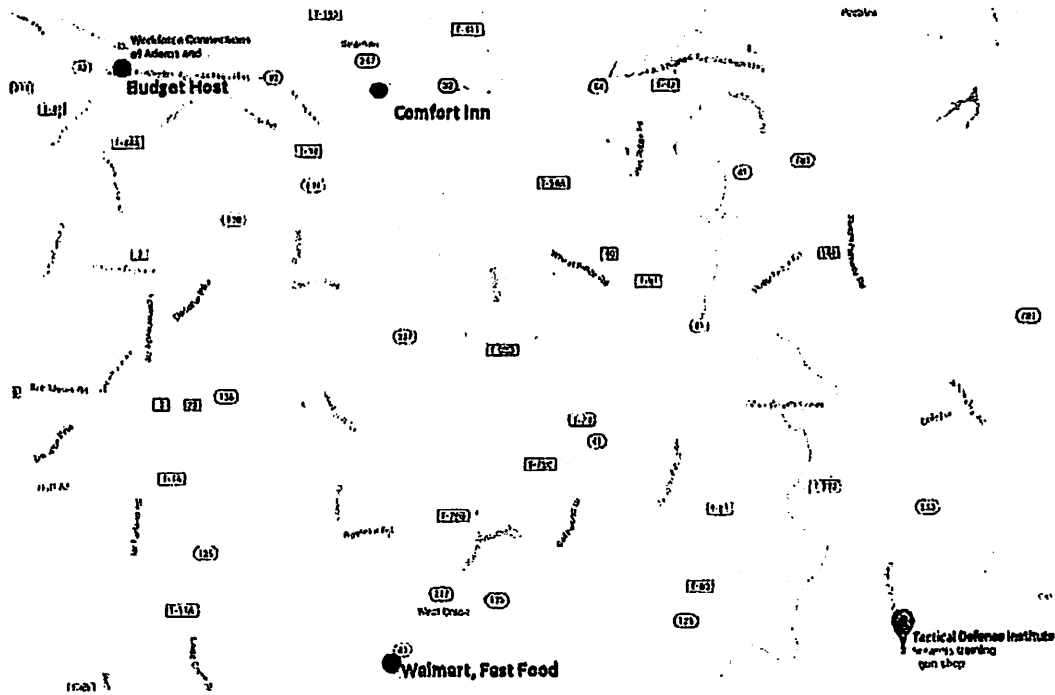
Comfort Inn
55 Stern Dr.
Seaman, OH 45679
(Allow 30 minutes from hotel to range)

The worst thing you can do is to NOT call or email with any questions or concerns!!

If you want to take a FASTER Foundations training to refresh you skills, or get your current qualification target see the class schedule near the bottom of the main <http://FASTERSavesLives.org> website.

Talk to you soon!

Joe Eaton - Program Director FASTERSavesLives.org
513-267-6088



FASTER is sponsored by Buckeye Firearms Foundation a 501(c)(3) public charity., Mailing address: PO Box 357 Greenville, OH 45331, Physical address: 1335 Dublin Road, Suite 212-A, Columbus, OH 43215

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Sent by joel@fastersaveslives.org in collaboration with

Constant Contact

Try it free today

EXHIBIT F

**IN THE COURT OF COMMON PLEAS
BUTLER COUNTY, OHIO**

ERIN GABBARD, et al.,	:	Case No. CV 2018-09-2028
	:	
Plaintiffs / Relator,	:	Judge Charles L. Pater
	:	
v.	:	
	:	
MADISON LOCAL SCHOOL DISTRICT	:	
BOARD OF EDUCATION, et al.,	:	
	:	
Defendants / Respondents.	:	

**DEFENDANTS' RESPONSES TO PLAINTIFFS' FIRST SET OF REQUESTS FOR
ADMISSIONS TO MADISON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND LISA TUTTLE-HUFF**

Defendants, Madison Local School District Board of Education and Lisa Tuttle-Huff (jointly, "Defendants," "MLSD," "Madison," or the "Board") submits the following joint Responses to Plaintiff's First Set of Requests for Admissions to Defendants Madison Local School District Board of Education and Lia Tuttle-Huff and respectfully states as follows:

GENERAL OBJECTIONS

These general objections are not necessarily repeated in answer to each individual interrogatory. The assertion of the same, similar or additional objections in answer to an individual interrogatory, or the failure to assert or repeat any objection to an interrogatory, is not intended to waive any of these general objections. Likewise, the provision of information that is subject to these objections does not constitute a waiver of these objections or an admission that the information provided is relevant or admissible.

1. Defendants object to these requests for admissions to the extent they seek to impose obligations on Defendants beyond those established by the Ohio Rules of Civil Procedure.

2. No attorney-client privilege or work-product information will be provided. To the extent that any privileged information is provided, it shall not constitute a waiver of the privilege as to any other information.

3. Defendants reserve the right to seek protection from disclosure of confidential or proprietary information related to the security of Madison Local School District students, staff, and visitors.

4. Defendants reserve the right to object to the use of any document produced pursuant to these requests for admissions in any subsequent proceeding or in the trial of this or any other action on any ground.

5. Defendants reserve the right to object on any ground, at any time, to a demand for further answers to these requests for admissions or to further requests for admissions.

6. Defendants reserve the right at any time to revise, correct, supplement, add to or clarify any of its answers or objections herein.

7. Defendants will attempt to answer these requests for admissions in good faith, but do not agree to be bound by any definitions and/or guidelines set forth in the requests.

8. Where the answer to a request for admission may be derived from the Defendants' records and the burden of deriving the answer is substantially the same for Plaintiffs as it is for Defendants, Defendants will reserve the right to refer to those records.

ANSWERS AND OBJECTIONS TO REQUESTS FOR ADMISSIONS

1. MLSD Is a "public . . . educational institution" within the meaning of R.C. 109.78(D).

RESPONSE: Admitted.

2. MLSD is subject to the restrictions on employment imposed by R.C. 109.78(D).

RESPONSE: Admitted.

3. MLSD is required by R.C. 109.78(D) to ensure that all personnel that it employs who go armed while on duty have either successfully completed basic peace officer training, or have 20 years' experience as a peace officer.

RESPONSE: MLSD objects to this request for admission on the basis that it calls for a legal conclusion and presents a genuine issue for trial, and MLSD has reasonable grounds to believe that it might prevail on the issue in light of the former Ohio Attorney General's belief that R.C. 109.78(D) does not apply to non-security personnel, among other reasons. Subject to and without waiving any objections, the request is denied.

4. The Resolution is currently in effect.

RESPONSE: Admitted.

5. The Resolution has not been modified since April 24, 2018.

RESPONSE: Admitted.

6. The Resolution permits authorized personnel to go armed while on duty on MLSD property.

RESPONSE: MLSD objects to this request for admission on the basis that it presents a genuine issue for trial and MLSD has reasonable grounds to believe that it might prevail on the issue. The phrase "go[es] armed while on duty" is a direct reference to R.C. 109.78(D), and the former Ohio Attorney General believed that R.C. 109.78(D) does not apply to non-security personnel. Subject to and without waiving any objections, MLSD, admits that authorized personnel are permitted to carry a concealed weapon in a school safety zone.

7. The Resolution permits Armed Personnel to use firearms to defend MLSD students and staff in the event of an active shooter on school grounds.

RESPONSE: MLSD objects to this request for admission on the basis that it presents a genuine issue for trial and MSLD has reasonable grounds to believe that it might prevail on the issue. The request seeks a legal conclusion as to what the Resolution permits Armed Personnel to do. Subject to and without waiving any objections, MLSD admits that the Resolution permits authorized personnel to carry a concealed weapon in a school safety zone for the welfare and safety of MLSD's students.

8. The Resolution does not require Armed Personnel to complete basic peace officer training, or have 20 years' experience as a peace officer, before being authorized to carry a firearm on MLSD property.

RESPONSE: Admitted.

9. No MLSD policy, procedure, or practice requires that Armed Personnel complete basic peace officer training, or have 20 years' experience as a peace officer, before being authorized to carry a firearm on MLSD property.

RESPONSE: Admitted.

10. The document produced by Defendants as Bates Nos. 000263-65 is an authentic, true, and correct copy of a Firearms Authorization Policy adopted or approved by the Board.

RESPONSE: Admitted.

11. The Firearms Authorization Policy produced by Defendants as Bates Nos. 000263-65 is current and in effect.

RESPONSE: Admitted.

12. The Firearms Authorization Policy (Bates Nos. 000263-065) does not require Armed Personnel to receive training from an "approved basic peace officer training program" within the meaning of R.C. 109.78(D).

RESPONSE: MSLD objects to this request on the basis that it seeks a legal conclusion as to what is meant by "approved basic peace officer training program" within the meaning of R.C. 109.78(D). MLSD has reasonable grounds to believe that the training required by its Firearms Authorization Policy has been approved by the Ohio General Assembly for its stated purpose. MLSD admits that the training required pursuant to its Firearms Authorization Policy does not qualify persons for positions as special police, security guards, or persons otherwise privately employed in a police capacity.

13. The "minimum of 24 hours of response to active shooter/killer training from an approved vendor" that is required for Armed Personnel under the MLSD Firearm Authorization Policy (Bates Nos. 000263-65) is not an "approved basic peace officer training program" within the meaning of R.C. 109.78(D).

RESPONSE: MSLD objects to this request on the basis that it seeks a legal conclusion as to what is meant by "approved basic peace officer training program" within the meaning of R.C. 109.78(D). MLSD has reasonable grounds to believe that the training required by its Firearms Authorization Policy has been approved by the Ohio General Assembly for its stated purpose. MLSD admits that the training required pursuant to its Firearms Authorization Policy does not qualify persons for positions as special police, security guards, or persons otherwise privately employed in a police capacity.

14. The "training regarding the mental preparation in response to active killers" that is required for Armed Personnel under the MLSD Firearm Authorization Policy (Bates Nos. 000263-65) is not an "approved basic peace officer training program" within the meaning of R.C. 109.78(D).

RESPONSE: MSLD objects to this request on the basis that it seeks a legal conclusion as to what is meant by "approved basic peace officer training program" within the meaning of R.C. 109.78(D). MLSD has reasonable grounds to believe that the training required by its Firearms Authorization Policy has been approved by the Ohio General Assembly for its stated purpose. MLSD admits that the training required pursuant to its Firearms Authorization Policy does not qualify persons for positions as special police, security guards, or persons otherwise privately employed in a police capacity.

15. None of the "approved vendors" listed in the Firearms Authorization Policy (Bates Nos. 000263-65) is approved to administer basic peace officer training by the Ohio Peace Officer Training Commission or any other agency of the State of Ohio.

RESPONSE: Admitted, except to the extent the Butler County Sheriff's Office constitutes an "other agency of the State of Ohio."

16. The FASTER Level 1 training course offered by the Buckeye Firearms Foundation is not an "approved basic peace officer training program" within the meaning of R.C. 109.78(D).

RESPONSE: MSLD objects to this request on the basis that it seeks a legal conclusion as to what is meant by "approved basic peace officer training program" within the meaning of R.C. 109.78(D). MLSD has reasonable grounds to believe that the FASTER Level 1 training course offered by the Buckeye Firearms Foundation has been approved by the Ohio General Assembly for its stated purpose. MLSD admits that the FASTER Level 1 training course offered by the Buckeye Firearms Foundation does not qualify persons for positions as special police, security guards, or persons otherwise privately employed in a police capacity.

17. No other training required by the Resolution, the Firearms Authorization Policy (Bates Nos. 000263-65), or any related MLSD policies and procedures is an "approved basic peace officer training program" within the meaning of R.C. 109.78(D).

RESPONSE: MSLD objects to this request on the basis that it seeks a legal conclusion as to what is meant by "approved basic peace officer training program" within the meaning of R.C. 109.78(D). MLSD has reasonable grounds to believe that the training required by its Firearms Authorization Policy has been approved by the Ohio General Assembly for its stated purpose. MLSD admits that the training required pursuant to its Firearms Authorization Policy does not qualify persons for positions as special police, security guards, or persons otherwise privately employed in a police capacity.

18. No current Armed Personnel have completed an "approved basic peace officer training program" within the meaning of R.C. 109.78(D).

RESPONSE: MSLD objects to this request on the basis that it seeks a legal conclusion as to what is meant by "approved basic peace officer training program" within the meaning of R.C. 109.78(D). MLSD has reasonable grounds to believe that the training required by its Firearms Authorization Policy has been approved by the Ohio General Assembly for its stated purpose. MLSD admits that to its knowledge, no Armed Personnel have qualified for positions as special police, security guards, or persons otherwise privately employed in a police capacity.

19. No current Armed Personnel have 20 years' experience as a peace officer.

RESPONSE: Admitted.

20. Defending and protecting students is a security function.

RESPONSE: MLSD objects to this request for admission on the basis that it calls for a legal conclusion and presents a genuine issue for trial, and MLSD has reasonable grounds to believe that it might prevail on the issue in light of the former Ohio Attorney General's belief that R.C. 109.78(D) does not apply to non-security personnel, among other reasons. Subject to and without waiving any objections, the request is denied.

21. Armed Personnel are trained to use firearms to defend students and other MLSD staff in the event of an active shooter on MLSD property.

RESPONSE: MLSD admits that staff authorized to carry a concealed weapon in a school safety zone are required to satisfactorily complete an approved active-shooter response and firearm instruction.

22. Armed Personnel receive training concerning the use of firearms in response to an active shooter that non-armed MLSD staff are not required to receive.

RESPONSE: MLSD admits that staff who carry a concealed weapon in a school safety zone must be authorized to do so by the MLSD's Board of Education and are required to satisfactorily complete an approved active-shooter response and firearm instruction and also to receive training regarding the mental preparation in response to active killers.

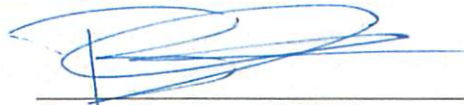
23. Armed Personnel provide security to MLSD students, staff, and facilities in the event of an active shooter on school grounds.

RESPONSE: MLSD objects to this request for admission on the basis that it calls for a legal conclusion and presents a genuine issue for trial, and MLSD has reasonable grounds to believe that it might prevail on the issue in light of the former Ohio Attorney General's belief that R.C. 109.78(D) does not apply to non-security personnel, among other reasons. Subject to and without waiving any objections, the request is denied.

24. Armed Personnel provide security to MLSD students, staff, and facilities during non-emergency situations.

RESPONSE: MLSD objects to this request for admission on the basis that it calls for a legal conclusion and presents a genuine issue for trial, and MLSD has reasonable grounds to believe that it might prevail on the issue in light of the former Ohio Attorney General's belief that R.C. 109.78(D) does not apply to non-security personnel, among other reasons. Subject to and without waiving any objections, the request is denied.

Respectfully submitted,



Thomas B. Allen (0063956)
W. Joseph Scholler (0072764)
Alexander L. Ewing (0083934)
Brodi J. Conover (0092082)
FROST BROWN TODD LLC
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aewing@fbtlaw.com
bconover@fbtlaw.com

*Attorneys for Defendants Madison Local
School District Board of Education and Lisa
Tuttle-Huff*

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served by electronic and U.S. Mail, postage prepaid, on the 25th day of January, 2019, upon the following:

Rachel Bloomekatz
Gupta Wessler PLLC
1148 Neil Avenue
Columbus, OH 43201
rachel@guptawessler.com

James E. Miller (PHV 20599)
Alla Lefkowitz (PHV 20596)
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132 E. 43rd Street, #657
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jedmiller@everytown.org
alefkowitz@everytown.org

Attorneys for Plaintiffs / Relator



Brodi J. Conover (0092082)

EXHIBIT G

FASTER LEVEL 1

- Requesting school staff personnel must have a Concealed Weapons Permit
- If that is the only training the applicant has had they must also attend the 'FASTER Foundations Class' which is 8 hours – 1 day that covers Safety, Weapon Manipulation and Marksmanship skills.

FASTER I - 3 days 27 hours

■ Classroom

- Active killer history, statistic & facts
 - ♦ Time is all that matters
 - ♦ Dispelling myths and fears
- Mental preparation
 - ♦ Solo response is your reality - You are the first line of defense
 - ♦ You DON'T need permission to fight for your life
 - ♦ The UNTHINKABLE can happen
 - When – What is proactive thinking. If – Then is reactive
 - ♦ Winning mindset is only optional
 - YOU CANNOT LOSE!
- Law Enforcement Response/Legal issues
 - ♦ LEO will arrive too late
 - SHES – 3 minute response resulted in 20 dead babies
 - ♦ Who is coming to help? You don't get to decide
 - Half are above average, half are below
 - ♦ You will likely be one of the 'Subject Matter Experts' in your community
 - Keep learning
 - Share your knowledge

■ Range

- Gun Manipulation
 - ♦ Trigger finger discipline

- ♦ Modern 'Thumbs Forward' Grip
- ♦ Muzzle Discipline
- Equipment Manipulation
 - ♦ Drawing from the holster
 - ♦ Conceal carry methods/Unconventional carry methods
 - ♦ Magazine Changes
 - ♦ Malfunctions
- Marksmanship Fundamentals
 - ♦ Fundamental shooting skills (extreme close quarters to distance shooting)
 - ♦ Shooting while moving
 - ♦ Single hand shooting- dominant and non-dominant hand
 - ♦ Multiple targets

■ Tactics

- Stop the killing (or change focus of killer) while maintaining safety
- Two roles: Hunter/Ambusher
- Distance is your friend
- Corner rounding, slicing the pie, drop outs and setting an ambush
- Serpentine away from doors/hallway movement
- 360 degree awareness
 - ♦ Stare at nothing, see everything
- Cover/Concealment
- Visually clear area of greatest unknown before occupying a space (Combat Clear)
 - ♦ See all you can see without entering
- Don't over penetrate room
- Soft corner/Hard Corner
- Speed of movement: Slow/Fast
- 'Dipping'/'SUL'/'High Temple' methods
- Door opening
- Verbal command are NOT necessary if killer is still active

■ Decision Making Skills

- Stimulus: “Whats Important Now?”
 - ♦ Sights, sounds, people
- Decision making skills with roped firearms
- Decision making drills live fire on shoot/no shoot targets.
- People handling skills, weapon retention in hand and in holster
- Scene Control
 - ♦ E S N P
 - E - Eliminate the threat or threats
 - S - Secure the weapons/area/students
 - N - Notify police and prepare for their arrival
 - P - Provide medical aid to the injured
 - ♦ NO Hands on suspect
 - ♦ Only touch killers gun if necessary
 - ♦ Control from a dominant position
 - Cover
 - Out of visual area
 - ♦ Cover only immediate danger area – Unless stimulus forces you to continue
 - ♦ Protect the innocent
 - ♦ Recruit Assistance

■ Tactical Casualty Care – Evening

- Objectives
 - ♦ TCCC Origins, Goals, Statistics
 - ♦ Identify potential wound patterns and injuries
 - ♦ Develop skills to rapidly recognize and treat life threatening injuries in a hostile environment
- LEO and EMS Response
- Zones of Care
- Self Care/Buddy Care

- Assess, Treat, Evacuate
- Bleeding Control
 - ♦ Tourniquet, Junctional Bleeding, Hemostatic Agents, Compression Dressing
- Airway Management
 - ♦ Positional
 - Tripod, Rescue Position
 - ♦ Nasopharyngeal Airway
- Chest/Puncture Wounds
 - ♦ Tension Pneumothorax
- Supplies
 - ♦ Commercial, Improvised

■ Force on Force Scenario Based Training

- Hunters
- Ambushes
- Classrooms
- Large areas
- Crowds
- How to deal with responding law enforcement

■ FASTER Level 1 Qualification

- OPOTA Qualification
 - ♦ Standard 25 rnd qualification plus additional 3rnd moving while shooting stage
 - ♦ Pass fail 26/28 (vs standard of 20/25)

■ Overall evaluation by trainers

■ Certification

EXHIBIT H

TACTICAL DEFENSE INSTITUTE

CERTIFICATE OF ACHIEVEMENT



AWARDED TO



**FOR COMPLETION OF 27 HOURS OF
F.A.S.T.E.R. I TRAINING**

FACULTY/ADMINISTRATOR SAFETY TRAINING AND EMERGENCY RESPONSE

Awarded 24th day of June 2018

A handwritten signature in black ink, likely belonging to the instructor, positioned above the instructor's name.

Instructor

NRA Instructor Number

**TDI 2174 Bethany Ridge Road West Union, Ohio 45693
937-544-7228
WWW.TDIOHIO.COM**

A handwritten signature in black ink, likely belonging to John Benner, positioned above his name.

John Benner, President, Tactical Defense Institute

**NRA Instructor Number: 7267382
OPOTA Number: REQ 03441**

**TACTICAL DEFENSE INSTITUTE
HANDGUN QUALIFICATION FOR SCHOOL STAFF**

NAME: 

HANDGUN Mfg.: GLOCK CALIBER: .40

DATE: 6/24/18

SIGNATURE: 

COURSE OF FIRE

Ohio Peace Officer Training Academy Semi – Auto Qualification Course – 2011 OPOTA Enhanced

28 rounds Required to pass (TDI Standard) 26 Aggregate Scoring

SCORE: 26

Location: Tactical Defense Institute – 2174 Bethany Ridge Road West Union, Ohio

Instructor: John Benner

Signature: 

TACTICAL DEFENSE INSTITUTE

CERTIFICATE OF ACHIEVEMENT



AWARDED TO



FOR COMPLETION OF 27 HOURS OF
F.A.S.T.E.R. I TRAINING

FACULTY/ADMINISTRATOR SAFETY TRAINING AND EMERGENCY RESPONSE

Awarded 24th day of June 2018

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John Benner, President, Tactical Defense Institute

NRA Instructor Number: 7267382
OPOTA Number: REQ 03441

**TACTICAL DEFENSE INSTITUTE
HANDGUN QUALIFICATION FOR SCHOOL STAFF**

NAME: _____

HANDGUN Mfg.: _____

CALIBER: _____

DATE: _____

SIGNATURE: _____

COURSE OF FIRE _____

Ohio Peace Officer Training Academy Semi – Auto Qualification Course – 2011 OPOTA Enhanced

28 rounds

Required to pass (TDI Standard) 26 Aggregate Scoring

SCORE: _____

Location: Tactical Defense Institute – 2174 Bethany Ridge Road West Union, Ohio

Instructor: John Benner

Signature: _____

TACTICAL DEFENSE INSTITUTE

CERTIFICATE OF ACHIEVEMENT



AWARDED TO


FOR COMPLETION OF 27 HOURS OF
F.A.S.T.E.R. I TRAINING

FACULTY/ADMINISTRATOR SAFETY TRAINING AND EMERGENCY RESPONSE

Awarded 24th day of June 2018

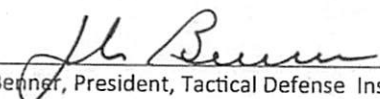

Instructor

NRA Instructor Number

TDI 2174 Bethany Ridge Road West Union, Ohio 45693

937-544-7228

WWW.TDIOHIO.COM


John Benner, President, Tactical Defense Institute

NRA Instructor Number: 7267382

OPOTA Number: REQ 03441

**TACTICAL DEFENSE INSTITUTE
HANDGUN QUALIFICATION FOR SCHOOL STAFF**

NAME: 

HANDGUN Mfg.: Glock CALIBER: 9mm

DATE: 7/11/18

SIGNATURE: 

COURSE OF FIRE: 100 Yards

Ohio Peace Officer Training Academy Semi – Auto Qualification Course – 2011 OPOTA Enhanced

28 rounds Required to pass (TDI Standard) 26 Aggregate Scoring

SCORE: 28

Location: Tactical Defense Institute – 2174 Bethany Ridge Road West Union, Ohio

Instructor: John Benner


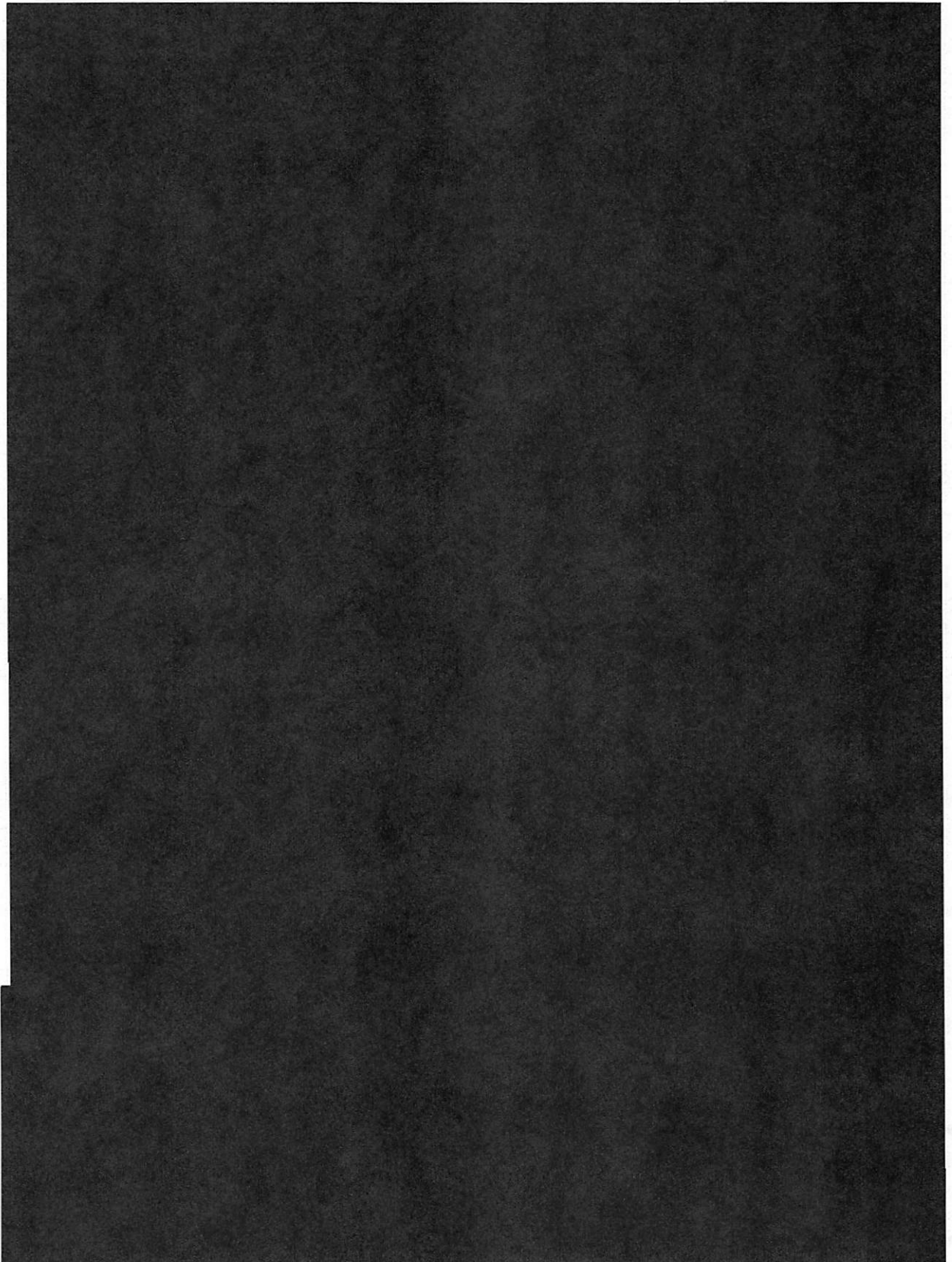
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EXHIBIT I
(CONFIDENTIAL – FILED
UNDER SEAL)

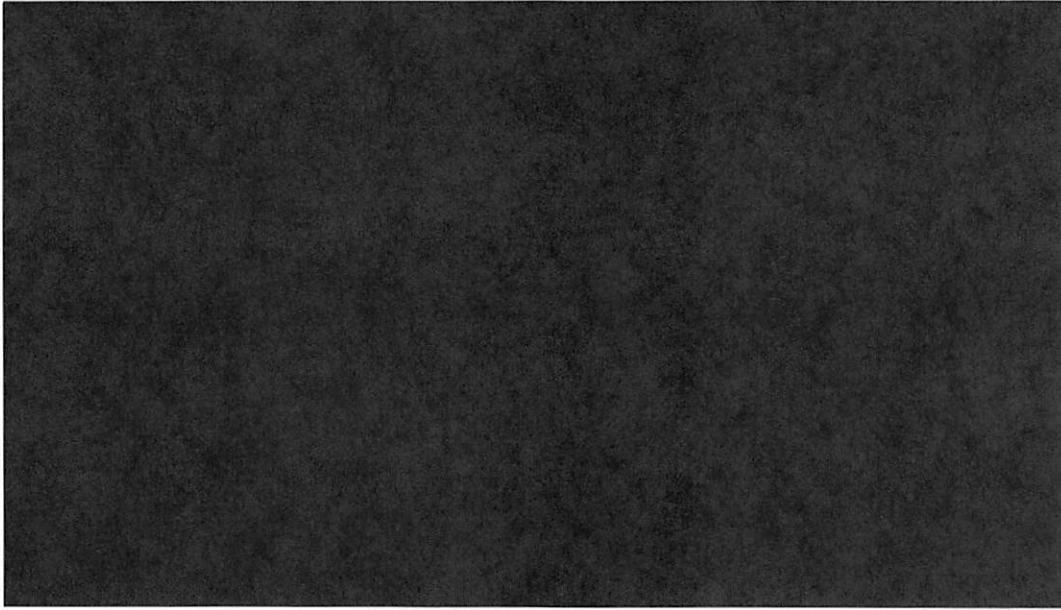
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HIGHLY CONFIDENTIAL

000269-R

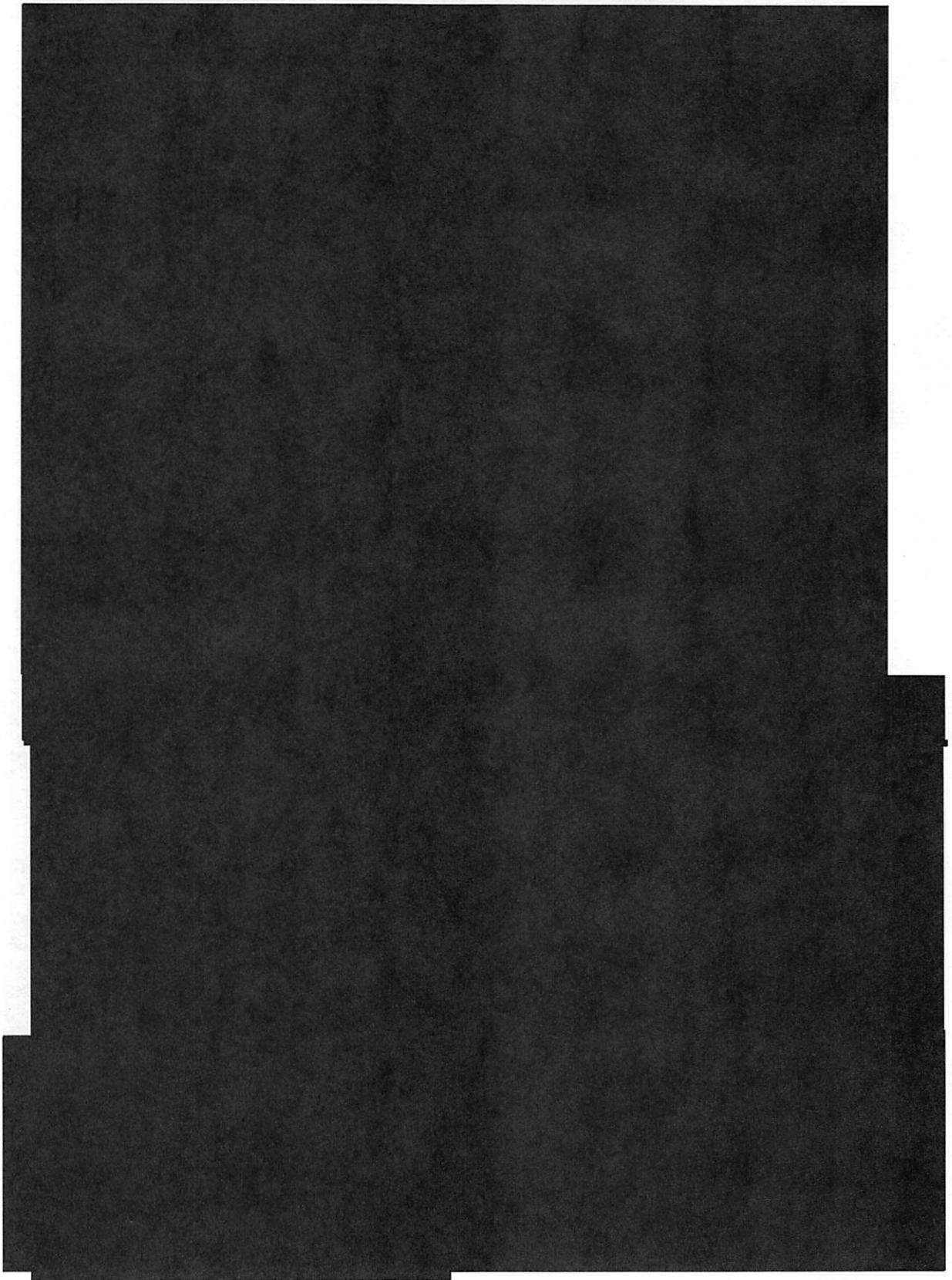
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HIGHLY CONFIDENTIAL

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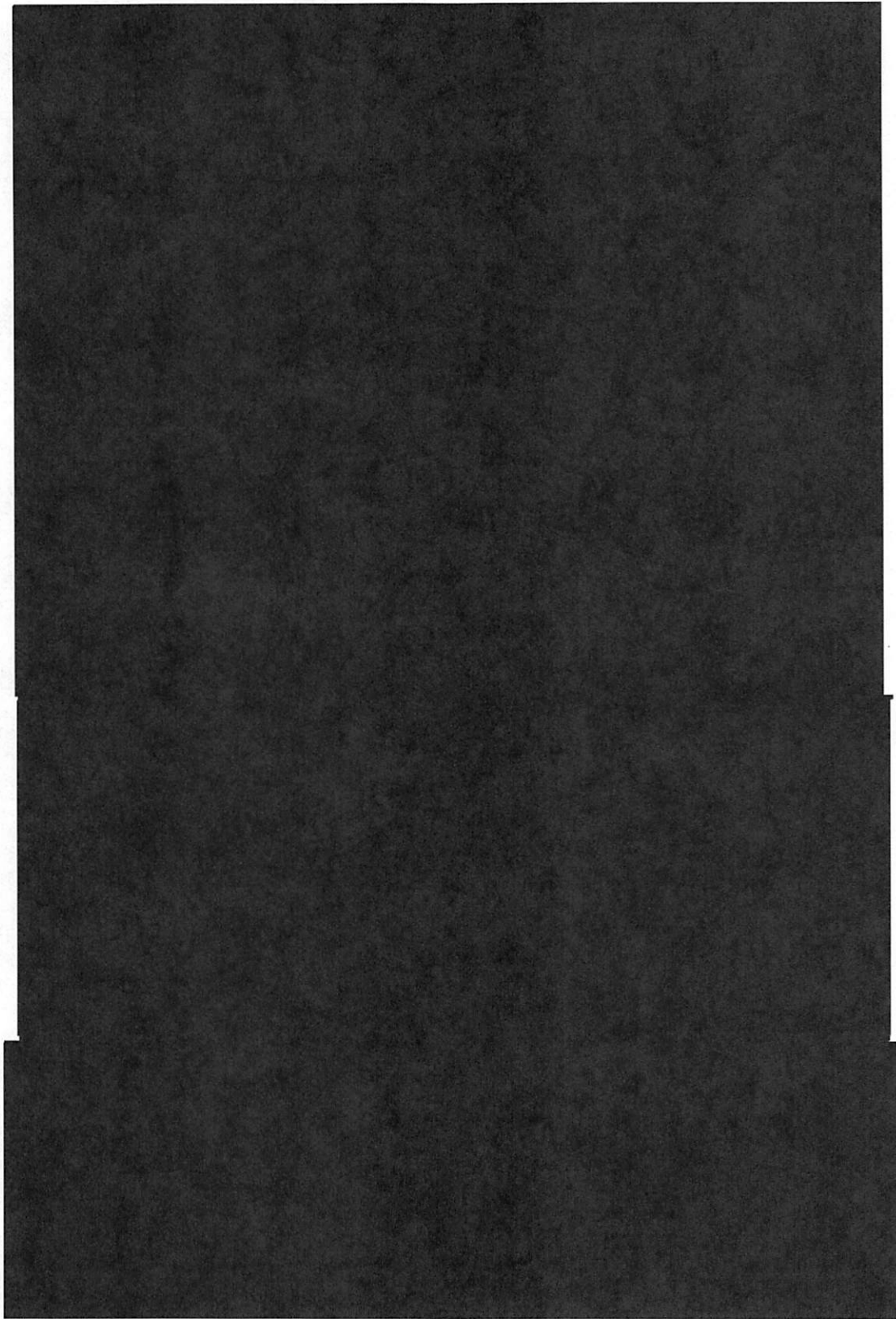
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HIGHLY CONFIDENTIAL

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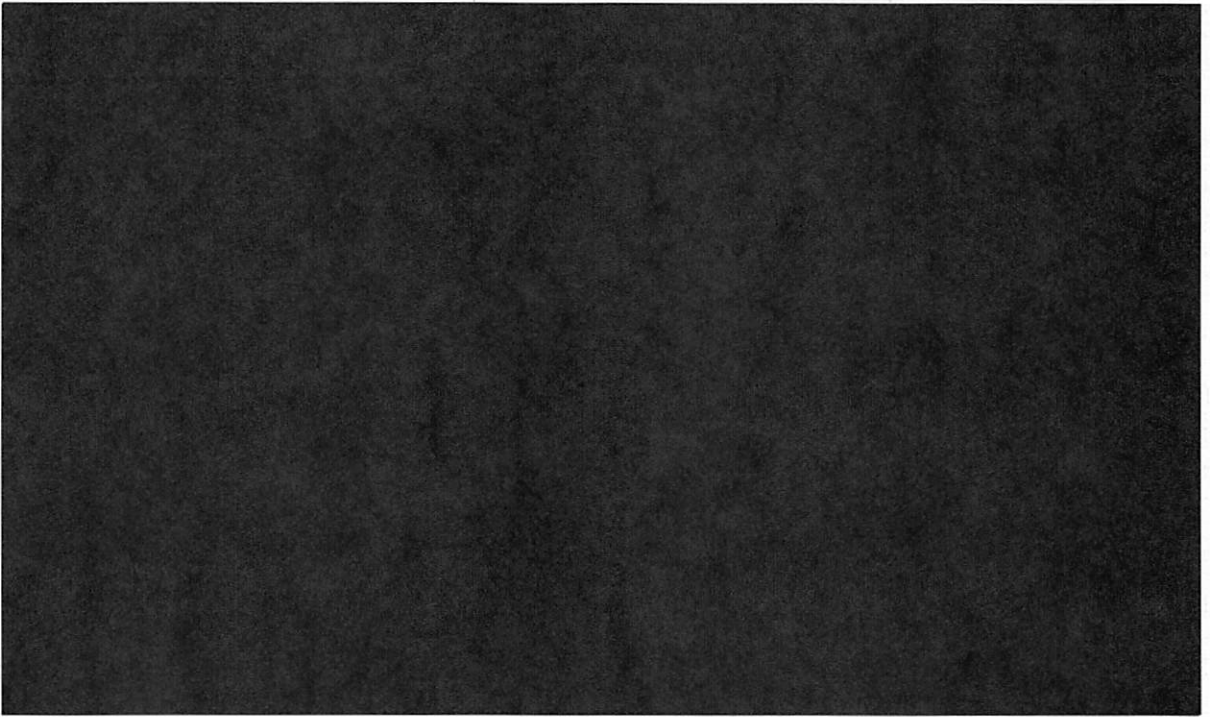
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HIGHLY CONFIDENTIAL

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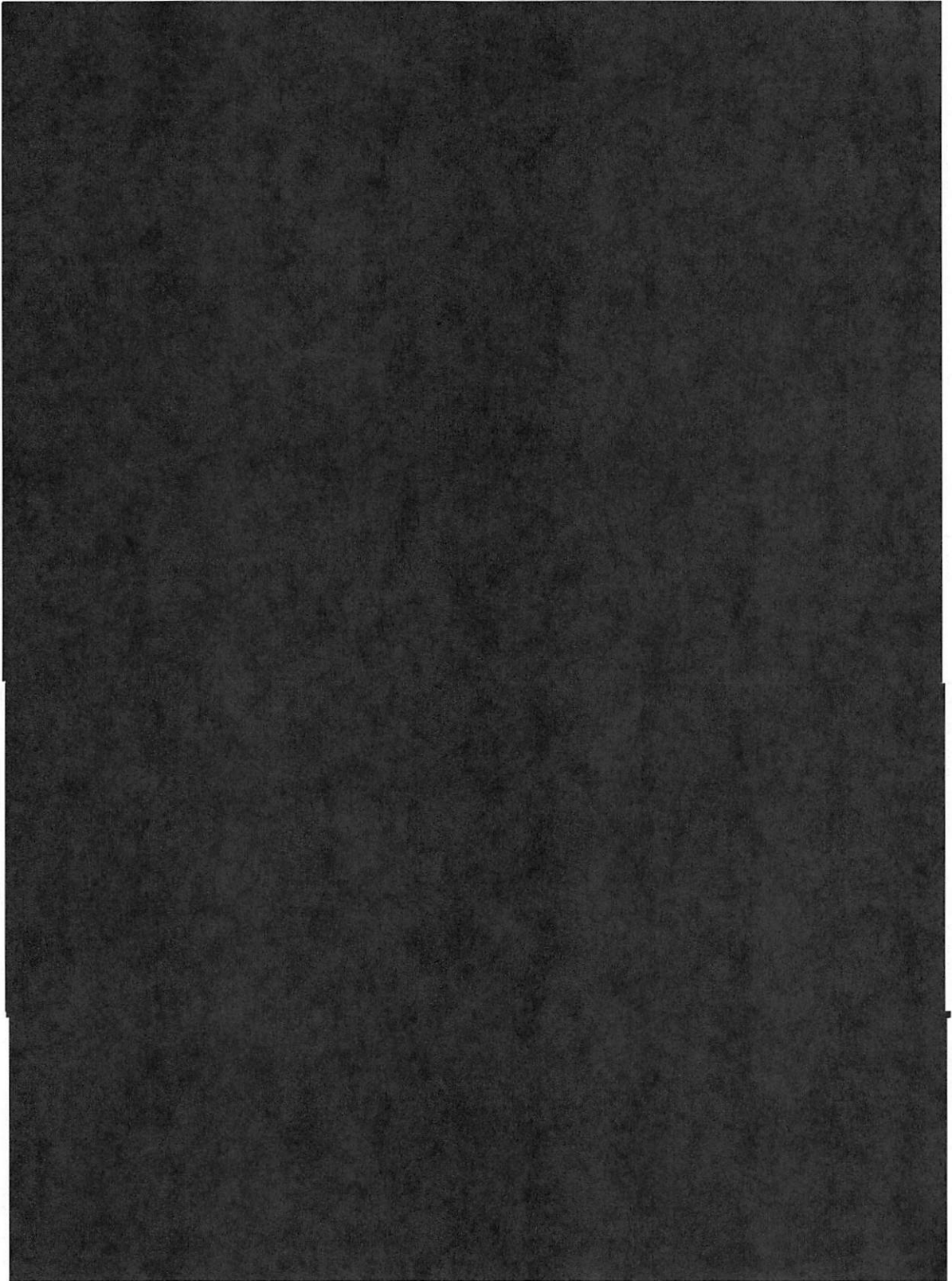
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HIGHLY CONFIDENTIAL

000273-R

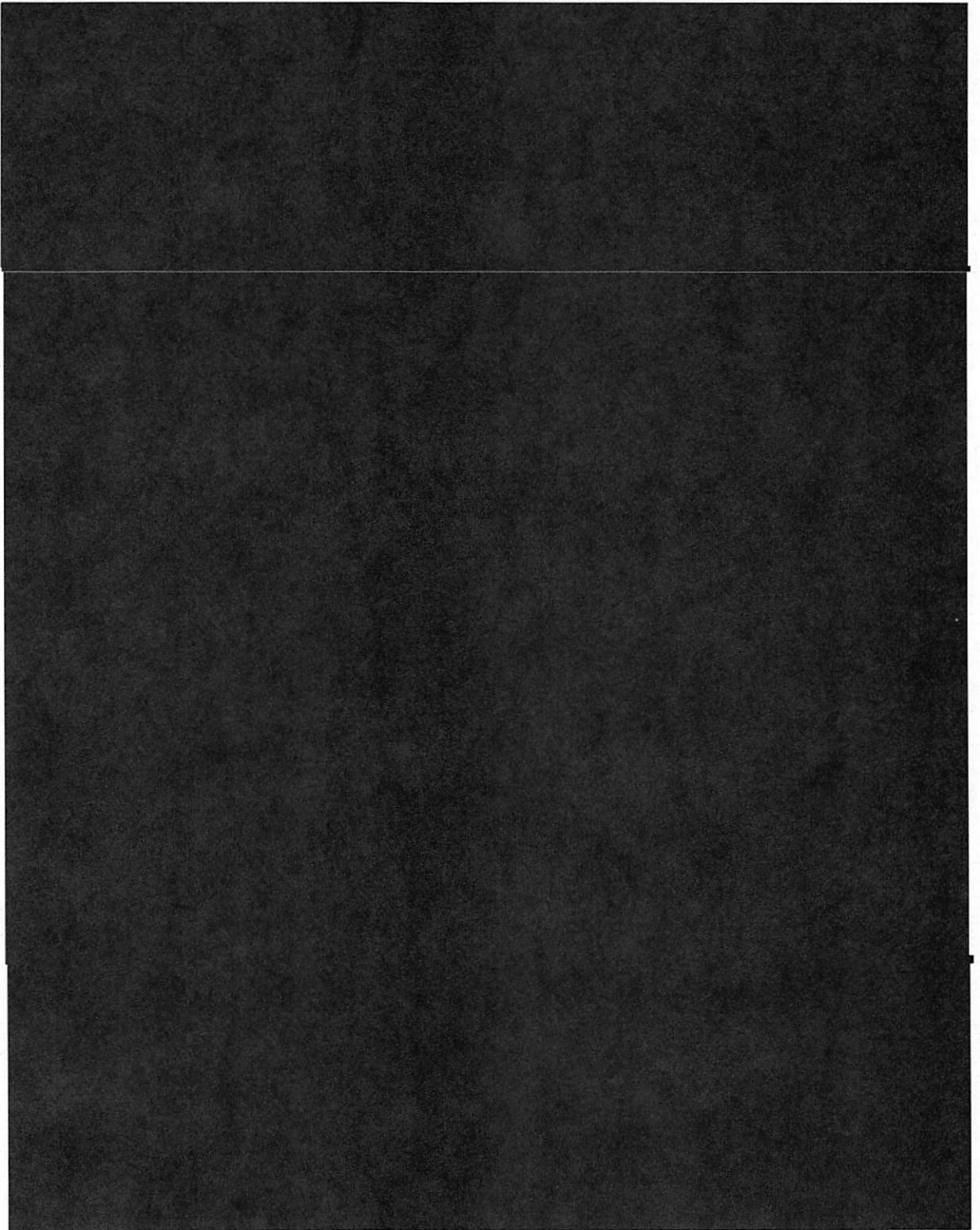
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HIGHLY CONFIDENTIAL

000274-R

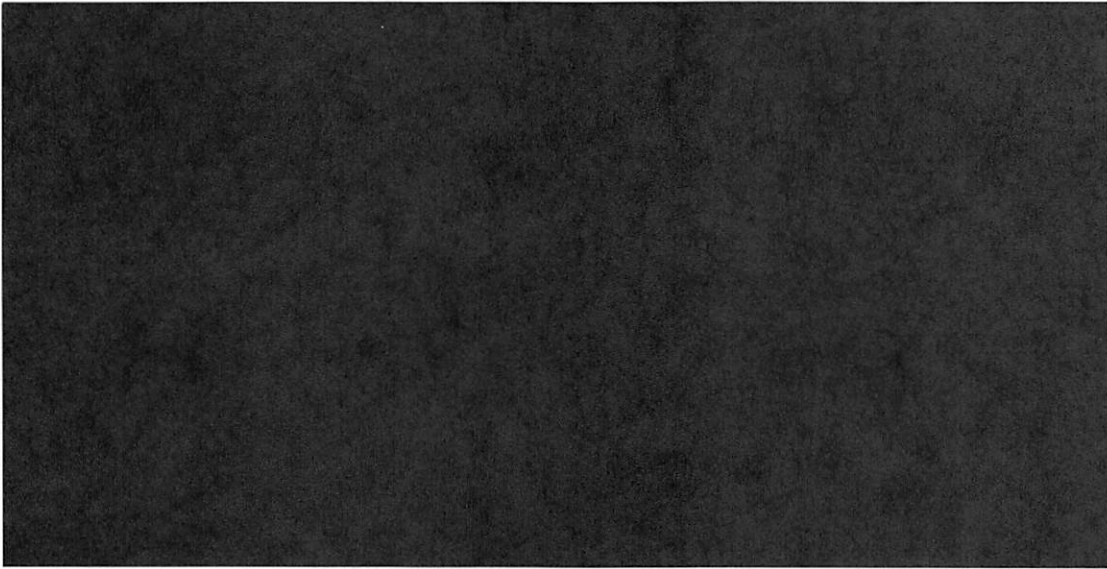
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HIGHLY CONFIDENTIAL

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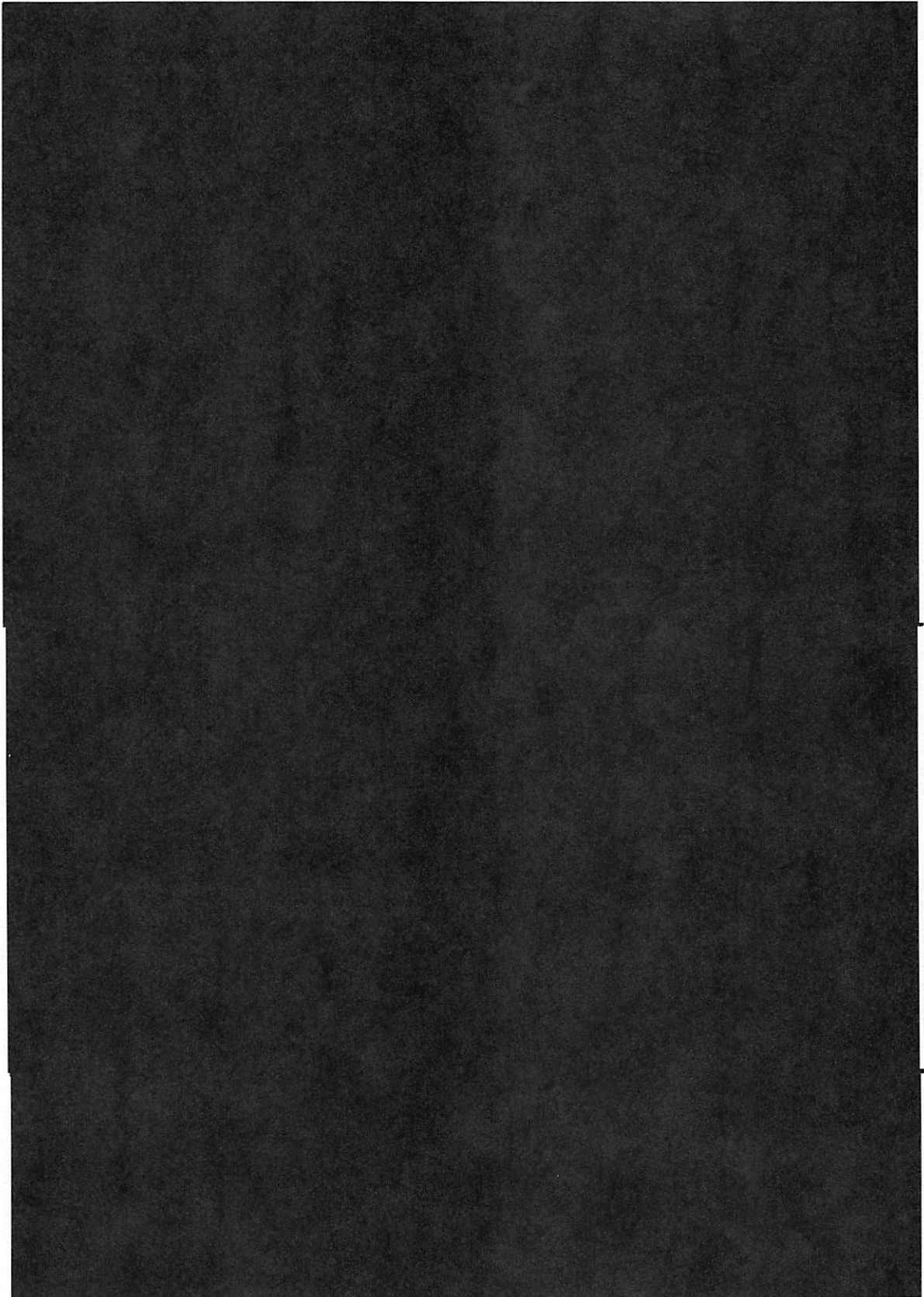
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HIGHLY CONFIDENTIAL

000276-R

HIGHLY CONFIDENTIAL



HIGHLY CONFIDENTIAL

000277-R

EXHIBIT J

MADISON BOARD OF EDUCATION



Lisa Tuttle-Huff, Superintendent
Rich Natiello, Treasurer

Dear [REDACTED]

The Madison Local School District Board of Education, through its Firearm Authorization Policy, gives the Superintendent the authority to authorize qualified school employees to carry a weapon in school, so long as the employee does so in accordance with the Superintendent's authorization. Under the policy, the authorized school employee must meet the following requirements:

- Have a concealed handgun license.
- Satisfactorily completed an approved active-shooter and firearm instruction through an approved vendor
- Passed a criminal background check and a mental health exam
- Passed a drug screening

This letter serves as written notification that I authorize you to possess a firearm while on duty at Madison Local School District. This authorization is contingent upon you satisfying the requirements above, which may be amended from time to time. You must receive continuing training in subsequent years. Also, you must maintain a valid concealed handgun license. Finally, you are required to comply with the Firearms Authorization Policy at all times.

Please note that this letter authorizes, but does not require, you to possess a firearm while on duty. You are granted this authorization as an additional safety measure to protect our students and staff from harm. You must only wield or use the weapon to protect students, staff, and other civilians from deadly harm. Any abuse of this authority could result in discipline up to and including termination.

This authorization is a confidential security record that is exempt from Ohio public records laws and will not be made available to the public. The District will update its emergency management plan to include this authorization.

Finally, this authorization may be terminated by the Superintendent at any time.

Regards,

A handwritten signature in cursive script that reads "Lisa Tuttle-Huff".
Lisa Tuttle-Huff

0115422.0561127 4816-2031-9593v1

MADISON BOARD OF EDUCATION



Lisa Tuttle-Huff, Superintendent
Rich Natiello, Treasurer



Dear [Redacted]

The Madison Local School District Board of Education, through its Firearm Authorization Policy, gives the Superintendent the authority to authorize qualified school employees to carry a weapon in school, so long as the employee does so in accordance with the Superintendent's authorization. Under the policy, the authorized school employee must meet the following requirements:

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Regards,

Lisa Tuttle-Huff

0115422.0561127 4816-2031-9593v1

MADISON BOARD OF EDUCATION



Lisa Tuttle-Huff, Superintendent
Rich Natiello, Treasurer

Dear [REDACTED]

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Finally, this authorization may be terminated by the Superintendent at any time.

Regards,

A handwritten signature in black ink, appearing to read "Lisa Tuttle-Huff", is written over a horizontal line.

Lisa Tuttle-Huff

0115422.0561127 4816-2031-9593v1

EXHIBIT K

LAW ENFORCEMENT LIABILITY COVERAGE FORM -- OCCURRENCE FORM

NOTICE: THIS COVERAGE FORM PROVIDES OCCURRENCE COVERAGE. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights, duties, and what is and is not covered.

Titles are used within this policy for convenience only and shall not control or affect the meaning or construction of any provision of this policy.

Other words and phrases that appear in bold have special meaning. Refer to **SECTION III--DEFINITIONS**.

In consideration of the payment of the premium, in reliance upon the information in the written application made a part hereof, and subject to all of the provisions of this policy, the Company agrees as follows:

SECTION I -- COVERAGE**A. Insuring Agreement**

The Company will pay on behalf of the Insured(s) all damages resulting from a wrongful act(s) which arise out of the law enforcement activities. The wrongful act(s) must occur during the policy period and within the policy territory.

B. Defense And Supplementary Payments

1. The Company shall have the right and duty to defend any claim or suit against any Insured even if the allegations of the claim or suit are groundless, false or fraudulent, and may make such investigation of any claim or suit at its discretion. The Company shall not be obligated to defend any claim or suit, pay any damages or claims expenses, or continue to defend any claim or suit after the Limit of Liability has been exhausted.
2. No Insured, except at its own cost and for its own account, shall, without written consent of the Company, make any payment, admit any liability, settle any claim or suit, assume any obligation, or incur any expense.
3. The Company shall have the right, but no duty, to appeal any judgment.
4. The Company will pay in addition to the applicable Limit of Liability:
 - a. all claim expenses incurred by the Company, all costs taxed against the Insured in any claim or suit defended by the Company, and any interest on the entire amount of any judgment therein which does not exceed the limit of the Company's liability. Claim expenses as used do not include salaries of officers or employees of the Company or the public entity;
 - b. premium on appeal bonds required in any suit defended by the Company, premium on bonds to release attachments in any such suit for an amount not in excess of the applicable Limit of Liability of this policy, but the Company shall have no obligation to apply for or furnish any such bonds;
 - c. reasonable expense incurred by the Insured at the Company's request for assisting the Company in the investigation or defense of any claim or suit, including his or her attendance at hearings or trials;
 - d. expenses incurred by an Insured for first aid to others at the time of accident for bodily injury to which this policy applies.

C. Limit of Liability

Regardless of the number of (a) insureds under this policy (b) persons or organizations making claims or bringing suits, or (c) claims or suits brought, the Company's liability is limited as follows:

1. **Limit of Liability each occurrence:** The Limit of Liability of the Company for all damages, for each occurrence, regardless of the number of Claims arising there from, or the number of claimants or Insureds involved therein, shall not exceed the amount stated in Item 3. of the Declarations for each occurrence.
2. **Maximum Policy Aggregate Limit of Liability:** The Policy Aggregate Limit of Liability of the Company for all damages, for all claims against any and all Insureds for all occurrences during the policy period shall not exceed the amount stated in Item 3. of the Declarations for policy aggregate.

SECTION II - EXCLUSIONS

This policy does not apply and the Company has no obligation to defend any claim or suit:

1. Auto, Watercraft or Aircraft

For bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading, or negligent entrustment of any (a) automobile, watercraft, aircraft, motorcycle, or other motorized means of transportation owned by, operated by, rented by, or loaned to the Insured; or (b) to any other automobile, watercraft, aircraft, motorcycle, or other motorized unit operated by any person in the course of his employment by the Insured.

2. Pollution

For the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of smoke, vapors, soot, fumes, acids, toxic chemicals, liquids or gases, lead in any form, electro-magnetic radiation, waste materials, or irritants, contaminants or pollutants into or upon land, the atmosphere, or any watercourse or body of water. However, this exclusion shall not apply to the handling or use of teargas, mace, or similar substances by any person while acting within the course and scope of their employment by the Insured.

3. Criminal Acts

For damages arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the Insured, or claims of injury arising out of acts of fraud committed by or at the direction of any Insured with affirmative dishonesty or actual intent to deceive or defraud.

4. Contractual Liability

For liability assumed by the Insured under any contract or agreement whether written, oral, or implied except mutual law enforcement assistance agreements between political subdivisions.

5. Other than the Named Insured

Arising out of the performance of any act or service of law enforcement duty for anyone other than the named Insured. This exclusion shall not apply if the act or service arises as the result of a mutual law enforcement assistance agreement or contract between political subdivisions, nor does it apply to "moonlighting" when approved by the named Insured and declared on the application for this insurance.

6. Worker's Compensation, Employers' Liability and Similar Laws

For any obligation for which any Insured, or any carrier as his Insured may be held liable under the workers' compensation act, employers' liability law, unemployment compensation law, disability benefits law, Employee Retirement Income Security Act (ERISA), Consolidated Omnibus Budget Reconciliation Act of 1988 (COBRA) or any similar law.

7. Injury to an Insured

For personal injury, bodily injury, or property damage sustained by any paid full time or part time and/or auxiliary or volunteer law enforcement officer of the named Insured directly or indirectly related to his or her employment by the named Insured.

8. Non-Monetary Damages

For any claims or suits or demands seeking relief or redress in any form other than money damages, nor shall the Company have any obligation to indemnify an Insured for any costs, fees or expenses which the Insured shall become obligated to pay as a result of an adverse judgment for injunctive or declaratory relief; however, the Company will afford defense to an Insured for such actions, claims, suits or demands, if not otherwise excluded, where compensatory damages are requested.

9. Investigative or Administrative Proceedings

For any investigatory, administrative, disciplinary, or criminal proceeding against an Individual Insured except that the Company may at their own option appoint counsel in the defense of any such proceeding. Should the Company elect to appoint counsel, such election shall not constitute a waiver or estoppel of any rights the Company may have pursuant to the terms, conditions, exclusions and limitations of the policy.

10. Employment Related Actions

For any claim or suit arising out of the employment policies or practices of the named Insured including, but not limited to, claims due to demotion, selection, dismissal, failure to promote or other personnel related actions.

11. Nuclear

Arising from the use or handling by any Insured of any radioactive materials or hazardous, radioactive property.

12. Damage to Property

For property damage to:

- a. property owned, used, occupied by, or rented to the Insured; or
- b. property in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control. This section 12.b does not apply to personal property carried on persons at the time of their arrest.

SECTION III - DEFINITIONS

Whenever used in this policy, the following words have these meanings:

1. **Automobile** – means a land motor vehicle, trailer or semi-trailer designed for travel on public roads.
2. **Bodily Injury** – means physical injury to any person including death, sickness, disease, mental anguish, or mental suffering associated with or arising from such physical injury, including bodily injury arising out of assault or battery.
3. **Claims** – means a demand received by the Insured for money damages, service of suit, or institution or arbitration processing against the Insured.
4. **Claims Expenses** – means fees charged by an attorney designated by the Company, or designated by the Insured with the prior written consent of the Company, and all other fees, costs, and expenses resulting from the investigation, adjustment, defense and appeal of a claim. claims expenses shall not include salaries of employees of the Company or the Insured.
5. **Damages** – means any monetary amount which the Insured is legally obligated to pay as a result of a claim or a suit for a wrongful act covered by this policy and shall include, but not be limited to judgments and settlements, but damages shall not include fines imposed by law, or matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.
6. **Insured** – means the named Insured, all full or part-time employees, all auxiliary or volunteer law enforcement officers of the named Insured, and the public entity of which the law enforcement agency is a part including the elected and appointed officials for their law enforcement related acts. The insurance afforded applies separately to each Insured against whom a claim is made or a suit is brought, except with respect to the limits of the Company's liability.
7. **Named Insured** – means the entity named in Item 1. of the Declarations.
8. **Occurrence** – means an event, including continuous or repeated exposure to substantially the same generally harmful conditions. All claims arising out of the following events constitute one occurrence:
 - a. a riot or insurrection;
 - b. a civil disturbance resulting in an official proclamation of state of emergency;
 - c. a temporary curfew; or
 - d. martial law.
9. **Personal Injury** – means:
 - a. assault and/or battery;
 - b. false arrest, detention or imprisonment, or malicious prosecution;
 - c. false or improper service of process;
 - d. humiliation or mental distress;
 - e. the publication or utterance of libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting by or on behalf of the named Insured;
 - f. violation of civil rights or discrimination protected under 42 USC 1981 et sequentia or State Law;
 - g. wrongful entry, eviction or other invasion of the right of public occupancy; if such offense occurs during the policy period.
10. **Policy Territory** – means coverage is worldwide provided that the claim or suit is brought within the United States of America, its territories or possessions, Puerto Rico or Canada. This policy shall not apply to any risk which would be in violation of the laws of the United States including, but not limited to, U.S. economic or trade sanction laws or export control laws administered by the U.S. Treasury, State, and Commerce Department.
11. **Property Damage** – means:

- a. physical injury to or destruction of tangible property, including loss of use thereof at any time resulting therefrom; or
 - b. loss of use of tangible property which has not been physically injured or destroyed.
- 12. Suit** – means a civil proceeding in which monetary damages are claimed because of a wrongful act to which this insurance applies suit includes:
- a. an arbitrational proceeding in which the Insured must submit or does submit with the Company's consent; or
 - b. any other alternative dispute resolution proceeding in which such damages are claimed and to which an Insured submits with the Company's consent.
- 13. Wrongful Act** – means an actual or alleged error or omission, negligent act, neglect or breach of duty by an Insured while conducting law enforcement activities, which result in:
- a. personal injury, or
 - b. bodily injury, or
 - c. property damage, caused by an occurrence.

SECTION IV - CONDITIONS

1. Inspection and Audit

The Company shall be permitted, but not obligated, to inspect the named Insured's property and operations at any time. Neither the Company's right to make such inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe, healthful, or in compliance with any law, rule or regulation.

The Company may examine and audit the named Insured's books and records at any time during the policy period or any extension thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

2. Agreement and Severability.

It is agreed that the particulars and information contained in the written application, a copy of which is attached, and the Declarations are the basis of this policy and are to be considered as incorporated in and constituting a part of the policy. As respects the particulars and information contained in the written application and the policy provisions set forth herein, this policy shall be constituted as a separate agreement with each Insured. Nothing in this paragraph shall be construed to increase the Limit of Liability of the Company as set forth in this policy.

3. Terms of Policy-Statute.

Terms of this policy which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.

4. Insureds Duties in the event of an occurrence, claim, or suit.

- a. In the event of an occurrence, written notice containing particulars sufficient to identify any Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the Insured to the Company or any of its authorized agents as soon as practicable.
- b. If claim is made or suit is brought against any Insured, such Insured shall immediately forward to the Company every demand, notice, summons or other process received by the Insured or the Insured's representatives.
- c. The Insured shall cooperate with the Company and upon the Company's request, submit to examination and interrogation by a representative of the Company, under oath if necessary, and attend hearings, depositions and trials, and shall assist in the effective settlement, and the securing and giving of a written statement or statements to the Company representatives and defense counsel. In the event of a claim occurring which is likely to involve the Company hereunder, the Insured shall not make any payment, assume any liability, or incur any expense without the consent of the Company first being obtained. The Company shall conduct in the name of the Insured the defense of any claim for damages, or otherwise against any third party, and shall have full discretion in the handling of such claim or suit, and the Insured shall give full information and assistance as the Company may reasonably require.

5. Action Against The Company.

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of an Insured's obligation to pay shall have been finally determined either by judgment against the Insured after trial or by written agreement of the Insured, claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against an Insured to determine the Insured's liability, nor shall the Company be impleaded by the Insured or his legal representative. Bankruptcy or insolvency of Insured or the Insured's estate shall not relieve the Company of any of its obligations hereunder.

6. Other Insurance.

The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and an Insured has other insurance or coverage which is stated to be applicable to the damages on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to damages on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the damages than that stated in the applicable contribution provision below:

- a. **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such damages than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable Limit of Liability under one policy or the full amount of the damages is paid, and with respect to any amount of damages not so paid the remaining insurers then continue to contribute equal shares for the remaining amount of the damages until each such insurer has paid its limit in full or full amount of the damages is paid.
- b. **Contribution by Limits.** If any such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such damages than the applicable Limit of Liability under this policy for such damages bears to the total applicable Limit of Liability of all valid and collectible insurance against such damages.

The premises liability insurance afforded by this policy shall be in excess of any other valid and collectible premises liability insurance available to the Insured whether such premises liability is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specified excess insurance over the limit of liability provide in this policy.

7. Subrogation.

In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after the payment of judgment or settlement to prejudice such rights.

8. Changes.

Notice to any agent, or knowledge possessed by any agent or by any other person, shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, and signed by a duly authorized representative of the Company.

9. Assignment.

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if however, an Insured shall die, such insurance as is afforded by this policy shall apply (1) to the Insured's legal representatives, but only while acting within the scope of their duties as such, and (2) with respect to the property of the Insured, to the person having proper temporary custody thereof, as Insured; but only until the appointment and qualification of the legal representative.

10. Deductible.

The Deductible amount, if any, stated in the Declarations is applicable to each occurrence and shall be subtracted from the total amount of money damages and claims expenses including (1) payments for damages and (2) investigation, adjustment, defense and/or appeal expenses, whether or not payment is made for damages, resulting from each occurrence and the Company shall be liable only for the difference between such Deductible amount and the amount of insurance otherwise applicable to such claim.

11. Cancellation.

This policy may be cancelled by the named Insured by surrendering the policy to the Company or any of its authorized agents, or by mailing to the Company written notice stating when, thereafter, the cancellations shall be effective. This policy may be cancelled by the Company by mailing to the named Insured at the address shown in the policy, written notice stating when not less than ten (10) days for non-payment of premium, or sixty (60) days for any other valid reason, thereafter, such cancellation shall be effective.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named Insured or by the Company shall be equivalent to mailing.

If this policy shall be cancelled by the named Insured, the Company shall retain the customary short rate proportion of the premium hereon. Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practical. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended to be equal to the minimum period of limitation of such law.

12. Declarations.

By acceptance of this policy, the named Insured agrees that the information in the application is his agreement and representation, that this policy is issued in reliance upon the truth, accuracy and completeness of such representations, and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to insurance.

13. Sovereign Immunity.

It is agreed that the Company will not avail itself of the defense of sovereign immunity to which the named Insured may be entitled by reason of its being a public and/or governmental entity, unless the named Insured requests the Company to raise such defense by written notice to the Company. It is further agreed that the named Insured hereby releases the Company from all liability because of the failure on the part of the Company to raise such defense, except in cases where the named Insured specifically requests the Company to do so in a manner provided herein.

14. Consent to Settle.

The Company will consult with the Insured when the Company settles a claim or suit. If the Insured refuses to consent to any settlement offer the Company receives and the Insured elects to contest the claim or suit or continue any legal proceeding in connection with such claim or suit, the Company's liability will not exceed the settlement offer plus supplementary payments incurred as of the date of such refusal.

All other terms and conditions of this policy remain unchanged.

EXHIBIT L

JOURNAL
OF THE
HOUSE OF
REPRESENTATIVES

OF THE
ONE HUNDRED EIGHTH
GENERAL ASSEMBLY
OF THE STATE OF OHIO

REGULAR SESSION
Commencing Monday, January 6, 1969

VOLUME CXXXIII


NATIONAL GRAPHICS CORPORATION
COLUMBUS, OHIO
1969

The question being, "Shall the bill as amended pass?"

The yeas and nays were taken and resulted—yeas 93, nays 1, as follows:

Those who voted in the affirmative were: Representatives

Albritton	Hadley	Manning	Reichel
Baker	Hale	Mastics	Rentschler
Bartunek	Hall	McCarthy	Riffe
Batchelder	Headley	McDonald	Rutkowski
Bechtold	Heintzelman	McLin	Scherer
Bowen	Hiestand	McNamara	Schinnerer
Bowers	Hill	Mills	Schmidt
Boyd	Hinig	Murdock	Schuck
Camera	Hollington	Mussey	Scott
Carpenter	Hughes, L.	Netzley	Shoemaker
Celebrezze	Hughes, R.	Nixon	Smith
Christiansen	Hunt	Nord	Swanbeck
Creasy	James	Norris	Sweeney
Cruze	Johnson	Nowack	Thorpe
Davidson	Jones, C.	Oliver	Tracy
DeLaine	Jones, D.	Panno	Tulley
DeBane	Kerns	Paulo	Voinovich
Fisher	Knight	Pease	Weissert
Flannery	Lampson	Pemberton	Welker
Fraser	Lancione	Poda	Wetzel
Fry	Levey	Polcar	White
Galbraith	Levitt	Pottenger	Wilhelm
Goddard	Maddux	Quilter	Wilkowski
			Young—93.

Representative Russo voted in the negative—1.

The bill passed.

The title was agreed to.

The following bills were introduced and read the first time:

H. B. No. 573—Messrs. Panno-McCarthy-Quilter-Russo.

To amend section 143.344 of the Revised Code relative to the filling of vacancies within the promoted ranks of fire departments.

H. B. No. 574—Mr. Scherer.

To amend section 5577.05 of the Revised Code relative to the width of intercity passenger buses.

H. B. No. 575—Mr. White.

To amend sections 109.71 and 109.77 of the Revised Code to define peace officer, and to prohibit circumvention of the requirements for appointment as a peace officer.

H. B. No. 576—Messrs. Fisher-Hinig-Wilhelm-Welker-Shoemaker.

To enact sections 924.01 to 924.16, inclusive and section 924.99 of the Revised Code to permit the establishment of market development programs for certain agricultural commodities; and to prescribe the functions of the director of the department of agriculture relative thereto, including powers of enforcement.

THURSDAY, MAY 1, 1969

HOUSE JOURNAL, THURSDAY, MAY 1, 1969

513

ATE AND REPEAL

the electors voting on this amendment, immediately, and existing Section 41 of the constitution shall be repealed from such effective date.

and resulted—yeas 72, nays 9, as follows:

Present were: Representatives

Mastics	Russo
McCarthy	Rutkowski
McDonald	Schinnerer
Mussey	Schmidt
Netzey	Schuck
Nixon	Scott
Nord	Shoemaker
Norris	Smith
Nowack	Swanbeck
Oliver	Thorpe
Panno	Tracy
Paulo	Voinovich
Pease	Weissert
Pemberton	Welker
Poda	Wetzel
Quilter	Wilkowski
Reichel	Young
Riffe	Mr. Speaker—72.

Absent were: Representatives

Lampson	Polcar
Ostrovsky	Sweeney
	Tulley—9.

reference committee, recommending that the resolution and Senate bills be read the following committees for consideration:

Fisher - Tulley - McNamara -

ing.

ment.

weeney.

ment.

Bechtold - Schmidt - Hall - Mills -

ack - White - Rentschler - Levey -

operation.

astics.

H. B. No. 476—Mr. Mallory.

To the committee on Insurance, Utilities and Financial Institutions.

H. B. No. 479—Mr. Wetzel.

To the committee on State Government.

H. B. No. 491—Messrs. Fry-Galbraith-Tulley-McLin-Hall.

To the committee on Local Government and Urban Affairs.

H. B. No. 499—Messrs. Sweeney-Mayfield.

To the committee on Local Government and Urban Affairs.

H. B. No. 501—Messrs. Cruze-Pottenger.

To the committee on Highways and Transportation.

H. B. No. 502—Messrs. Cruze-Sweeney.

To the committee on Commerce and Labor.

H. B. No. 561—Messrs. Hunt-Davidson-Baker.

To the committee on Agriculture and Conservation.

H. B. No. 567—Mr. McNamara.

To the committee on Ways and Means.

H. B. No. 571—Mrs. Swanbeck.

To the committee on Judiciary.

(Not to be printed)

H. B. No. 575—Mr. White.

To the committee on State Government.

H. B. No. 593—Mr. Cruze.

To the committee on Commerce and Labor.

H. B. No. 610—Mr. Fraser.

To the committee on State Government.

H. B. No. 636—Messrs. Poda-Heintzelman.

To the committee on Highways and Transportation.

H. B. No. 740—Messrs. Fry-Davidson-Paulo.

To the committee on Health and Welfare.

H. B. No. 742—Mr. Fry.

To the committee on State Government.

The following member voted "No":

GERTRUDE POLCAR

The report was agreed to.

The bill was ordered to be engrossed and read the third time in its regular order.

Mr. Celebrezze submitted the following report:

The standing committee on Judiciary to which was referred **H. B. No. 484**—Mr. Reichel-et al. having had the same under consideration, reports back a substitute bill, recommends its passage and orders it printed.

RICHARD G. REICHEL
GERTRUDE E. POLCAR
LARRY G. SMITH
CLAUDE M. FIOCCA
ARTHUR WILKOWSKI
DALE G. SCHMIDT
PATRICK A. SWEENEY
ROBERT A. MANNING

DONALD R. FRASER
JAMES P. CELEBREZZE
WILLIAM G. BATCHELDER
CHESTER T. CRUZE
ALLEN J. BARTUNEK
ALAN E. NORRIS
BARRY LEVEY

The report was agreed to.

The bill was ordered printed, engrossed and read the third time in its regular order.

Mr. Celebrezze submitted the following report:

The standing committee on Judiciary to which was referred **H. B. No. 489**—Mr. Wilhelm having had the same under consideration, reports back a substitute bill, recommends its passage and orders it printed.

BARRY LEVEY
PATRICK A. SWEENEY
DALE G. SCHMIDT
RICHARD G. REICHEL
PHILLIP M. DeLAINE
ALLEN J. BARTUNEK
CHESTER T. CRUZE
DONALD R. FRASER
ARTHUR WILKOWSKI

LARRY G. SMITH
JAMES P. CELEBREZZE
ALAN E. NORRIS
JOSEPH P. TULLEY
WILLIAM G. BATCHELDER
ROBERT A. MANNING
GERTRUDE POLCAR
CLAUDE M. FIOCCA

The report was agreed to.

The bill was ordered printed, engrossed and read the third time in its regular order.

Mr. McCarthy submitted the following report:

The standing committee on State Government to which was referred **H. B. No. 575**—Mr. White having had the same under consideration, reports back a substitute bill, recommends its passage and orders it printed.

MONDAY, JULY 14, 1969

Guyer.

enact section 3303.41 of the Revised
on employment of the handicapped.

rs-Gillmor-Holcomb.

ive to fees charged by the clerk of

Weeks.

Revised Code, relative to voting re-

THOS. E. BATEMAN.

Clerk.

lock - Cruze - Batchelder - Smith -
and read the third time.

ll pass?"

s follows:

the balance of the line.

STRUMENT CREATING THE

insert "UNLESS IT IS OTHER-
STRUMENT CREATING THE

e bill so amended.

ll as amended pass?"

and resulted—yeas 76, nays 9, as

re were: Representatives

Mallory	Rentschler
Manning	Riffe
Mastics	Scherer
McCarthy	Schinnerer
McDonald	Schmidt
McLin	Schuck
Murdock	Scott
Mussey	Shoemaker
Nord	Smith
Norris	Swanbeck
Nowack	Sweeney
Oliver	Thorpe
Panno	Tracy
Paulo	Tulley
Pemberton	Weissert
Poda	Welker
Polcar	White
Pottenger	Wilhelm
Reichel	Young—76.

HOUSE JOURNAL, MONDAY, JULY 14, 1969

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Those who voted in the negative were: Representatives

Carpenter	Jones, C.	Knight	Quilter
Fiocca	Kerns	Netzley	Rutkowski
			Wilkowski—9.

The bill passed.

The title was agreed to.

Am. Sub. S. B. No. 203—Messrs. Cook - Corts - Leedy - Novak -
Guyer - Nowack - Hollington - Scherer - Lancione was taken up for con-
sideration and read the third time.

The question being, "Shall the bill pass?"

The yeas and nays were taken and resulted—yeas 82, nays 3, as
follows:

Those who voted in the affirmative were: Representatives

Albritton	Hall	Mallory	Reichel
Baker	Headley	Manning	Rentschler
Bartunek	Heintzelman	Mastics	Riffe
Batchelder	Hiestand	McCarthy	Russo
Bowen	Hill	McDonald	Rutkowski
Bowers	Hinig	McLin	Scherer
Boyd	Hollington	Murdock	Schinnerer
Celebrezze	Hughes, L.	Mussey	Schmidt
Christiansen	Hughes, R.	Netzley	Schuck
Creasy	Hunt	Nord	Scott
Davidson	James	Norris	Shoemaker
DeLaine	Johnson	Nowack	Smith
DelBane	Jones, C.	Oliver	Swanbeck
Fiocca	Jones, D.	Panno	Sweeney
Fisher	Kerns	Paulo	Tracy
Flannery	Knight	Pemberton	Tulley
Fraser	Lampson	Poda	Weissert
Fry	Lancione	Polcar	Welker
Galbraith	Levitt	Pottenger	White
Goddard	Maddux	Quilter	Wilhelm
Hale			Young—82.

Representatives Camera, Carpenter and Wilkowski voted in the nega-
tive—3.

The bill passed.

The title was agreed to.

Sub. H. B. No. 575—Messrs. White - DeLaine - Smith - Fry -
Tracy - Del Bane was taken up for consideration and read the third time.

The question being, "Shall the bill pass?"

Mr. R. Hughes demanded the previous question which was concurred
in.

The question being, "Shall the debate now close?", which was not
agreed to.

The question recurring, "Shall the bill pass?"

Miss Polcar moved to amend as follows:

Delete lines 50 through 86.

The question being, "Shall the motion to amend be agreed to?"

Mr. Smith moved that the motion to amend be laid on the table.

The question being, "Shall the motion to amend be laid on the table?"

The yeas and nays were taken and resulted—yeas 53, nays 32, as follows:

Those who voted in the affirmative were: Representatives

Baker	Fry	Kerns	Reichel
Batchelder	Galbraith	Knight	Rentschler
Bowen	Goddard	Lampson	Rutkowski
Bowers	Hale	Lancione	Schinnerer
Camera	Hall	Maddux	Scott
Carpenter	Headley	Mallory	Smith
Christiansen	Heintzelman	Mussey	Thorpe
Creasy	Hiestand	Nord	Tracy
DeLaine	Hill	Norris	Tulley
DeBane	Hollington	Panno	Weissert
Fisher	Hughes, L.	Pemberton	Welker
Flannery	Hughes, R.	Poda	White
Fraser	Jones, D.	Pottenger	Wilhelm
			Young—53.

Those who voted in the negative were: Representatives

Albritton	James	Murdock	Riffe
Bartunek	Johnson	Netzey	Russo
Boyd	Jones, C.	Nowack	Scherer
Celebrezze	Levitt	Oliver	Schmidt
Cruze	Manning	Ostrovsky	Shoemaker
Fiocca	Mastics	Paulo	Swanbeck
Hinig	McCarthy	Polcar	Sweeney
Hunt	McLin	Quilter	Wilkowski—32.

The motion to amend was laid on the table.

The question recurring, "Shall the bill pass?"

Mr. DeLaine demanded the previous question which was concurred in.

The question being, "Shall the debate now close?", which was agreed to and the main question ordered.

The question recurring, "Shall the bill pass?"

The yeas and nays were taken and resulted—yeas 72, nays 16, as follows:

Those who voted in the affirmative were: Representatives

Baker	Davidson	Hall	Johnson
Bartunek	DeLaine	Headley	Jones, D.
Batchelder	DeBane	Heintzelman	Kerns
Bowen	Fiocca	Hiestand	Knight
Bowers	Fisher	Hill	Lancione
Camera	Flannery	Hinig	Maddux
Carpenter	Fraser	Hollington	Mallory
Celebrezze	Fry	Hughes, L.	McCarthy
Christiansen	Galbraith	Hughes, R.	McDonald
Creasy	Goddard	Hunt	McLin
Cruze	Hale	James	Mussey

follows:

motion to amend be agreed to?"

motion to amend be laid on the table.

motion to amend be laid on the table?"

and resulted—yeas 53, nays 32, as

ive were: Representatives

Kerns	Reichel
Knight	Rentschler
Lampson	Rutkowski
Lancione	Schinnerer
Maddux	Scott
Mallory	Smith
Mussey	Thorpe
Nord	Tracy
Norris	Tulley
Panno	Weissert
Pemberton	Welker
Poda	White
Pottenger	Wilhelm
	Young—53.

ive were: Representatives

Murdock	Riffe
Netzey	Russo
Nowack	Scherer
Oliver	Schmidt
Ostrovsky	Shoemaker
Paulo	Swanbeck
Polcar	Sweeney
Quilter	Wilkowski—32.

on the table.

the bill pass?"

vious question which was concurred in.

debate now close?", which was agreed

the bill pass?"

and resulted—yeas 72, nays 16, as

ive were: Representatives

Hall	Johnson
Headley	Jones, D.
Heintzelman	Kerns
Hiestand	Knight
Hill	Lancione
Hinig	Maddux
Hollington	Mallory
Hughes, L.	McCarthy
Hughes, R.	McDonald
Hunt	McLin
James	Mussey

Those who voted in the affirmative were: Representatives—Concluded

Nord	Poda	Schinnerer	Thorpe
Norris	Pottenger	Schuck	Tracy
Nowack	Reichel	Scott	Weissert
Ostrovsky	Rentschler	Shoemaker	Welker
Panno	Riffe	Smith	White
Paulo	Russo	Swanbeck	Wilhelm
Pemberton	Rutkowski	Sweeney	Young—72.

Those who voted in the negative were: Representatives

Albritton	Levitt	Netzey	Scherer
Boyd	Manning	Oliver	Schmidt
Jones, C.	Mastics	Polcar	Tulley
Lampson	Murdock	Quilter	Wilkowski—16.

The bill passed.

The title was agreed to.

Am. Sub. S. B. No. 160—Messrs. Armstrong - Regula - Holcomb - Guyer - Dennis - Bowen - Taft - Weeks - Corts - Leedy - Powell - Mrs. Weisenborn - Messrs. Collins - Novak - Secrest - Mottl - Applegate - Nye - Kilpatrick - Ocacek - Calabrese was taken up for consideration and read the third time.

The question being, "Shall the bill pass?"

The yeas and nays were taken and resulted—yeas 84, nays 3, as follows:

Those who voted in the affirmative were: Representatives

Albritton	Hale	Mastics	Russo
Baker	Hall	McCarthy	Rutkowski
Bartunek	Headley	McDonald	Scherer
Batchelder	Heintzelman	McLin	Schinnerer
Bowen	Hiestand	Murdock	Schmidt
Bowers	Hill	Mussey	Schuck
Boyd	Hinig	Netzey	Scott
Camera	Hollington	Nord	Shoemaker
Celebrezze	Hughes, L.	Norris	Smith
Christiansen	Hughes, R.	Nowack	Swanbeck
Creasy	Hunt	Oliver	Sweeney
Cruze	James	Ostrovsky	Thorpe
Davidson	Johnson	Panno	Tracy
DeLaine	Jones, D.	Paulo	Tulley
Fiocca	Kerns	Pemberton	Weissert
Fisher	Knight	Poda	Welker
Flannery	Lampson	Polcar	White
Fraser	Lancione	Pottenger	Wilhelm
Fry	Levitt	Reichel	Wilkowski
Galbraith	Maddux	Rentschler	Young
Goddard	Manning	Riffe	Mr. Speaker—84.

Representatives Carpenter, C. Jones and Quilter voted in the negative—3.

The bill passed.

The title was agreed to.

Am. H. B. No. 739—Messrs. Reichel - R. Hughes was taken up for consideration and read the third time.

FRIDAY, AUGUST 1, 1969

erest,"
erest,"
"OR".
interest".
erest,"
and strike through "under Chapter 5501.
highway purposes".
insert "AND".
ad interest".
strike through the comma; preceding
through "and interest".
sert and strike through "under Chapters
le for highway purposes".
le last comma.
interest,".
and interest".
strike through the comma and insert

THOS. E. BATEMAN,
Clerk.

re laid over under the rule.

FROM THE SENATE

the House of Representatives that the Senate
the following bill:

7—Messrs. Thorpe - Armstrong - Corts -
the Revised Code to authorize a county to
it organization for the purpose of improving
permit county officials to join associations

ment in which the concurrence of the House

period insert "THE AMOUNT APPRO-
PENSES SHALL NOT EXCEED FIVE
OR THE COUNTY'S POPULATION AS
LATEST FEDERAL CENSUS."

THOS. E. BATEMAN,
Clerk.

was laid over under the rule.

HOUSE JOURNAL, FRIDAY, AUGUST 1, 1969

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MESSAGE FROM THE SENATE

Mr. Speaker:

I am directed to inform the House of Representatives that the Senate
has concurred in the passage of the following bill:

Am. Sub. H. B. No. 575—Messrs. White - DeLaine - Smith - Fry -
Tracy - Del Bane - Gillmor - Stockdale.

To amend sections 109.71 and 109.77 and to enact section 109.78 of
the Revised Code to define peace officer, and to prohibit circumvention of
the requirements for appointment as a peace officer.

With the following amendments in which the concurrence of the House
is requested:

In line 77, delete "IN ANY SIMILAR" and insert "OTHER";
after "POSITION" insert "IN WHICH SUCH PERSON GOES
ARMED WHILE ON DUTY,".

In line 80, delete "AND NOTIFICATION" and insert a period.

Delete lines 81 and 82.

In line 83, delete "AGENCY."; after "POSITION" insert "IN
WHICH HE GOES ARMED WHILE ON DUTY".

In line 74, after the period insert "SUCH CERTIFICATE SHALL
SATISFY THE EDUCATIONAL REQUIREMENTS FOR AP-
POINTMENT OR COMMISSION AS A SPECIAL POLICEMAN
OR SPECIAL DEPUTY OF A POLITICAL SUBDIVISION OF
THIS STATE."

Attest:

THOS. E. BATEMAN,
Clerk.

The Senate amendments were laid over under the rule.

MESSAGE FROM THE SENATE

Mr. Speaker:

I am directed to inform the House of Representatives that the Senate
has concurred in the passage of the following bill:

Am. H. B. No. 715—Messrs. Tracy - Mussey - Hunt - Armstrong -
Weeks - Corts.

To amend sections 921.11, 921.13, 921.14, and 921.16 of the Revised
Code relative to the licensing and control of economic poisons.

With the following amendments in which the concurrence of the House
is requested:

In line 306, delete "LICENSE OR".

In line 308, after "CODE" delete the period and insert "EXCEPT
THAT THE DIRECTOR SHALL REFUSE TO REGISTER ANY
ECONOMIC POISON WHICH HAS BEEN REFUSED REGIS-
TRATION BY THE UNITED STATES DEPARTMENT OF AGRI-

Those who voted in the negative were: Representatives—Concluded

Hunt	McCarthy	Pemberton	Shoemaker
Johnson	McDonald	Poda	Swanbeck
Jones, C.	McNamara	Polcar	Thorpe
Jones, D.	Murdock	Quilter	Tracy
Kerns	Mussey	Reichel	Tulley
Knight	Nixon	Rentschler	Voinovich
Lampson	Nord	Riffe	Weissert
Lancione	Norris	Rutkowski	Welker
Levitt	Nowack	Scherer	Wetzel
Maddux	Oliver	Schmidt	White
Manning	Panno	Schuck	Wilhelm
Mastics	Pease	Scott	Young
Mayfield			Mr. Speaker—78.

The Senate amendments were not concurred in.

The Senate amendment to **Am. Sub. H. B. No. 547**—Messrs. Thorpe-Armstrong-Corts-Secret-Jackson-Regula was taken up for consideration.

The question being, "Shall the Senate amendment be concurred in?"

The yeas and nays were taken and resulted—yeas 59, nays 23, as follows:

Those who voted in the affirmative were: Representatives

Baker	Hale	Lancione	Reichel
Bartunek	Hall	Levitt	Riffe
Batchelder	Heintzelman	Manning	Rutkowski
Celebrezze	Hiestand	Mastics	Schinnerer
Cruze	Hill	McCarthy	Scott
Davidson	Hinig	McDonald	Shoemaker
DelBane	Hollington	McNamara	Swanbeck
Fiocca	Hughes, L.	Nixon	Thorpe
Fisher	Hughes, R.	Nord	Tracy
Flannery	Hunt	Nowack	Tulley
Fraser	Johnson	Oliver	Voinovich
Fry	Jones, C.	Panno	Welker
Galbraith	Jones, D.	Pease	White
Goddard	Kerns	Pemberton	Young
	Knight	Poda	Mr. Speaker—59.

Those who voted in the negative were: Representatives

Bechtold	Creasy	Norris	Scherer
Bowers	Headley	Paulo	Schmidt
Boyd	Maddux	Polcar	Schuck
Carpenter	Mayfield	Pottenger	Weissert
Christiansen	Murdock	Quilter	Wetzel
	Mussey	Rentschler	Wilhelm—23.

The Senate amendment was concurred in.

The Senate amendments to **Am. Sub. H. B. No. 575**—Messrs. White-DeLaine-Smith-Fry-Tracy-Del Bane-Gillmor-Stockdale were taken up for consideration.

The question being, "Shall the Senate amendments be concurred in?"

The yeas and nays were taken and resulted—yeas 85, nays none, as follows:

Those who voted in the affirmative were

Baker	Hale	Ma
Bartunek	Hall	Ma
Batchelder	Headley	Mc
Bechtold	Heintzelman	Mc
Bowers	Hiestand	Mc
Boyd	Hill	Mu
Carpenter	Hinig	Mu
Celebrezze	Hollington	No
Christiansen	Hughes, L.	No
Creasy	Hughes, R.	No
Cruze	Hunt	No
Davidson	Johnson	On
DelBane	Jones, C.	Pa
Fiocca	Jones, D.	Pa
Fisher	Kerns	Pe
Flannery	Knight	Pe
Fraser	Lampson	Pe
Fry	Lancione	Pol
Galbraith	Levitt	Pol
Goddard	Maddux	Qu
Hadley	Manning	Re

The Senate amendments were concurred in.

The Senate amendments to **Am. S. B. No. 283**—Messrs. Mussey - Hunt - Armstrong - Weeks - C were taken up for consideration.

The question being, "Shall the Senate amendments be concurred in?"

The yeas and nays were taken and resulted—yeas 85, nays none, as follows:

Those who voted in the affirmative were

Baker	Hale	Ma
Bartunek	Hall	Mc
Batchelder	Headley	Mc
Bechtold	Heintzelman	Mc
Bowers	Hiestand	Mc
Boyd	Hill	Mu
Carpenter	Hinig	Mu
Celebrezze	Hollington	No
Christiansen	Hughes, L.	No
Creasy	Hughes, R.	No
Cruze	Hunt	No
Davidson	Johnson	On
DelBane	Jones, C.	Pa
Fiocca	Jones, D.	Pa
Fisher	Kerns	Pe
Flannery	Knight	Pe
Fraser	Lampson	Pe
Fry	Lancione	Pol
Galbraith	Levitt	Pol
Hadley	Maddux	Qu
Hale	Manning	Re
	Mastics	Re

The Senate amendments were concurred in.

Am. Sub. S. B. No. 283—Messrs. Rentschler was taken up for consideration.

Those who voted in the affirmative were: Representatives

Baker	Hale	Mastics	Rentschler
Bartunek	Hall	Mayfield	Riffe
Batchelder	Headley	McCarthy	Rutkowski
Bechtold	Heintzelman	McDonald	Scherer
Bowers	Hiestand	McNamara	Schinnerer
Boyd	Hill	Murdock	Schmidt
Carpenter	Hinig	Mussey	Schuck
Celebrezze	Hollington	Nixon	Scott
Christiansen	Hughes, L.	Nord	Shoemaker
Creasy	Hughes, R.	Norris	Swanbeck
Cruze	Hunt	Nowack	Thorpe
Davidson	Johnson	Oliver	Tracy
DelBane	Jones, C.	Panno	Tulley
Fiocca	Jones, D.	Paulo	Voinovich
Fisher	Kerns	Pease	Weissert
Flannery	Knight	Pemberton	Welker
Fraser	Lampson	Poda	Wetzel
Fry	Lancione	Polcar	White
Galbraith	Levitt	Pottenger	Wilhelm
Goddard	Maddux	Quilter	Wilkowski
Hadley	Manning	Reichel	Young
			Mr. Speaker—85.

The Senate amendments were concurred in.

The Senate amendments to **Am. H. B. No. 715**—Messrs. Tracy - Mussey - Hunt - Armstrong - Weeks - Corts were taken up for consideration.

The question being, "Shall the Senate amendments be concurred in?"

The yeas and nays were taken and resulted—yeas 83, nays none, as follows:

Those who voted in the affirmative were: Representatives

Baker	Hall	Mayfield	Riffe
Bartunek	Headley	McCarthy	Rutkowski
Batchelder	Heintzelman	McDonald	Scherer
Bechtold	Hiestand	McNamara	Schinnerer
Bowers	Hill	Murdock	Schmidt
Boyd	Hinig	Mussey	Schuck
Carpenter	Hollington	Nixon	Scott
Celebrezze	Hughes, L.	Nord	Shoemaker
Christiansen	Hughes, R.	Norris	Swanbeck
Creasy	Hunt	Nowack	Thorpe
Cruze	Johnson	Oliver	Tracy
Davidson	Jones, C.	Panno	Tulley
DelBane	Jones, D.	Paulo	Voinovich
Fiocca	Kerns	Pease	Weissert
Fisher	Knight	Pemberton	Welker
Flannery	Lampson	Poda	Wetzel
Fraser	Lancione	Polcar	White
Galbraith	Levitt	Pottenger	Wilhelm
Hadley	Maddux	Quilter	Wilkowski
Hale	Manning	Reichel	Young
	Mastics	Rentschler	Mr. Speaker—83.

The Senate amendments were concurred in.

Am. Sub. S. B. No. 283—Messrs. Corts - Cook - Mastics - Scherer - Rentschler was taken up for consideration and read the third time.

EXHIBIT M



MIKE DeWINE

★ OHIO ATTORNEY GENERAL ★

Administration
Office 614-466-4320
Fax 614-466-5087

30 E. Broad Street, 17th Fl
Columbus, OH 43215
www.OhioAttorneyGeneral.gov

January 29, 2013

James Irvine
Chairman
Buckeye Firearms Association

Via Email - jirvine@buckeyefirearms.org

Dear Jim,

In the aftermath of recent tragic school shootings, there is a growing national debate on whether local school boards should allow their employees to carry firearms. I've been asked whether Ohio law gives local school boards the authority to arm administrators, teachers, or other staff.

Ohio law does not prevent a local school board from arming an employee, unless that employee's duties rise to the level that he/she would be considered "security personnel." In other words, a school may allow a teacher to go armed on school property. But if that teacher is required to, in essence, become a security guard as well, the teacher must either have a basic peace officer certification from the Ohio Peace Officer Training Academy or he or she must have 20 years of experience as a law enforcement officer. R.C. 109.78(D).

I do not believe that R.C. 109.78(D) applies to non-security personnel. Put simply, it is unlikely that the General Assembly intended this language to reach *every* school employee. Had they intended to do so, they would have simply said that no school may employ "*any person* who goes armed." Instead, the General Assembly's use of "special police officer, security guard, or other position" suggests that "other positions" applies to security personnel. Thus, a board of education or governing body of a school may give non-security personnel written authorization to carry a weapon onto the premises. R.C. 2923.122(D)(1)(a). That person, however, is still subject to the carry and conveyance restrictions under Ohio's Concealed Carry Laws. R.C. 2923.12.

Of course, how a school classifies a particular employee's duties is a question that can only be answered by the local school district's employment practices and policies. For example, in a time of crisis, every employee may be expected to help secure the children on the premises, but that does not necessarily mean that every employee is a security guard. Conversely, if the school were to require an assistant principal to perform

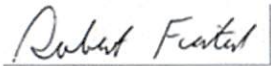
specific, routine security sweeps of the facilities, it might be functionally converting the position into one that falls under R.C. 109.78.

These are all fact-specific factors that will vary from school district to school district. That is why I believe this subject requires legislative review and hope the General Assembly will address this issue. This is an important question that is part of a wider public debate across Ohio.

Very respectfully yours,

A handwritten signature in dark ink that reads "Mike DeWine". The signature is fluid and cursive, with the first name "Mike" and last name "DeWine" clearly legible.

Mike DeWine
Ohio Attorney General

A handwritten signature in dark ink that reads "Robert Fiatal". The signature is written in a cursive style and is enclosed within a thin rectangular border.

Robert Fiatal
Executive Director
Ohio Peace Officers Training Commission

EXHIBIT N



This letter is to provide more detailed information to the community about the policy Madison School Board is considering. As many of you know, the Board is considering a policy which would allow some faculty and staff to carry concealed firearms on school property.

The Board of Education's first priority is the safety of students. Our teachers and staff are entrusted with the lives of our children every day. For this reason, the Board must develop a responsible and comprehensive security policy. This security policy is broad and attempts to mitigate threats that may occur. A firearms authorization policy would be one small piece of the District's security policy. The Board's efforts to protect our students from active shooters is not limited to arming certain qualified staff members. Our efforts will include training and initiatives to identify potential risks, intervention for at-risk students, and mental health services. Moreover, the District is taking other steps to secure its buildings.

The difficulty with this issue is that for security plans to be effective, they cannot be disclosed. The more detail that is disclosed, the more vulnerable the school district is. School safety plans are not public records under Ohio law for this reason. We hope that our community understands why the Board cannot go into the specific details regarding its proposed firearms authorization policy. But please rest assured that the reason for this lack of detail is to keep students safe.

However, the Board wants to be as transparent as possible regarding this policy. The Board has been working on this policy for several months. It has conducted significant due diligence in preparation of its policy. In the interest of transparency, the Board is writing this letter to provide some of background, research and discussions held in considering this policy.

Research regarding concealed carry of firearms in schools

- We spoke with 2 districts in Ohio that have allowed armed teachers already. One for over 3 years, the other for about 5 years. We discussed their experiences, concerns that may have arisen, and their reactions from their community and staff. Both expressed no issues with accidents or misuse at that time.
- We spoke with our SRO and Sherriff Jones about pros and cons and choosing capable individuals. We also spoke about working with our SROs, and the concern of the SRO arriving on scene with an armed teacher. We expressed our desire to have our SROs also do the training, so they would be familiar with the staff's training and be able to work with them ongoing.
- We looked at data from 6 years of Ohio districts allowing concealed carry. We also looked at data available for states that have been allowing faculty and staff to carry a handgun for much longer than Ohio's six years. Utah has been allowing such security measures for 15 years. They were the second state to allow it. CNN did a review of Utah's accidental, or inappropriate discharge or use of a firearm by a teacher or staff. As of the February 2018, they identified only one incident (and that incident did not involve students).
- We have heard allegations of many other instances of issues with staff and guns in school. After researching the issue, we found that such instances did not occur where the district had a policy in place, approved the individual, and had the individual do specific training for firearm safety, use, and first aid. These scenarios, almost exclusively, were staff that were not allowed to bring the firearm into the school in the first place. This, unfortunately, could already happen at any school district with, or without, a policy in place. The training we would be using is geared to prevent these situations.
- After these measures, we then reached out to the FASTER program for information on their training. We did not reference them for evidence as to whether we should or should not proceed with this policy.

The protocol for approving a faculty or staff member

- A staff member that thinks they would be interested in the program would approach a member of the administration or school board expressing an interest.
- The member will be interviewed by a committee looking for information regarding: (i) why are they interested in applying for the program, (ii) what is/has been their experience with firearms, training, safety, and use, (iii) what would be their concerns, and (iv) do they feel they could manage a critical situation, among other items. In addition, the committee will verify that the individual has an Ohio concealed carry permit, has had a background check, and a firearms safety and use course was completed and passed per Ohio State law.

- The individual would then undergo a mental health evaluation.
- Following these evaluations, the staff member would be recommended for, or against, proceeding to get more extensive training.
- Upon completion of such training, there would be a second interview of the individual. Many of the same topics would be revisited given the education, and training, they had received, including whether the individual is comfortable with, and being able to act on their tactical first aid training and provide lifesaving first aid to injured students and staff.
- The committee would then make a recommendation to the board to either approve or reject the staff member's request.
- Continued training is then required annually to be taken, passed, and documented.
- Measures for revocation of such permission will be in place as well.

Additional safety measures that have already been implemented

As noted above, a firearms authorization policy would be one small piece of the District's security policy. The District's safety plan has been implemented and continues to be reviewed and updated. We have listed some safety measures that have been put into place (note: there are more measures, but as part of the safety plan, they cannot be discussed openly).

- Implemented an anonymous tip line in 2016. This is to provide students and staff the opportunity to express concerns about an individual who might be exhibiting signs of mental illness and could be at risk for hurting themselves, or others. We will continue efforts to promote this line as some parents and students do not seem aware of its existence.
- Penetration resistant classroom doors.
- 2 School Resource Officers during most all of the school day.
- State Homeland Security threat assessment.
- Improved building communications system.
- Implemented new security camera system.
- Allowing limited access during the school day. Only one entrance door for each building, requiring staff to allow entrance to the building through these locked access points.
- Metal detectors with random screenings.
- Counselors for depression, bullying, and stressors.
- Ongoing ALICE training for students and staff.

We hope that this letter has provided some additional detail regarding the research the Board has conducted regarding this issue, the safeguards the Board will have in place regarding firearms authorization, and the other safety measures the Board is putting into place. The Board of Education's number one priority is the protection of our students. The Board is weighing all of the available options and the evidence to make decisions based on this information.

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Middletown, OH

Madison Local Schools
1324 Middletown Eaton Road
Middletown, Ohio 45042



EXHIBIT O

Rich Natiello

From: QuickBooks Payments <quickbooks@notification.intuit.com>
Sent: Friday, June 29, 2018 7:52 AM
To: Rich Natiello
Subject: Payment confirmation: Invoice 1052 (Faster Saves Lives)



Your payment of **\$3,000.00** to Faster Saves Lives has been sent.

Thank you for your payment on [invoice 1052](#).

Here are your transaction details:

Paid to
Faster Saves Lives

Invoice no.
1052

Paid date
June 29, 2018

Payment method
American Express

Payment amount
\$3,000.00

Invoice total
\$3,000.00

Invoice balance
\$0.00

Your transaction ID for this payment is: **PG0166176303**

See PO# 92821

6/29/2018

Payment sent
We sent a confirmation email.

Faster Saves Lives

Invoice no.1052

Invoice total \$3,000.00

Amount paid \$3,000.00

Balance Due \$0.00

Date paid June 29, 2018

Payment method American Express

Transaction IDPG0166176303

PAID via Amer
6/29/18

PO# 92821

Payment sent

We sent a confirmation email.

[Print receipt](#)

Tell us how we can make paying an invoice better

Faster Saves Lives

Invoice no.1052

Invoice total	\$3,000.00
Amount paid	\$3,000.00
Balance Due	\$0.00

000288-R

Faster Saves Lives •

PO Box 357

Greenville, OH 45331

angela@fastersaveslives.org

**PLEDGE****BILL TO**

Rich Natiello

Madison Local School District

1324 Middletown Eaton Road

Middletown, OH 45042

PLEDGE # 1052

DATE 06/13/2018

DUE DATE 07/13/2018

TERMS Net 30

*PO# 92821***ACTIVITY****QTY****RATE****AMOUNT**

FASTER:FASTER Level 1 Training

FASTER Level 1 Training, June 22-24, 2018

FASTER:Ohio Grant

Ohio Grant

1,500.00

4,500.00

-500.00

-1,500.00

Thank you very much for your generous support!

BALANCE DUE

\$3,000.00*Rich Natiello*

Faster Saves Lives

Invoice

Invoice 1052
Due date July 13, 2018
Invoice total \$3,000.00
[View details \(PDF\)](#)

Balance due

\$3,000.00

 [Pay now](#)

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Rich Natiello

From: Faster Saves Lives <quickbooks@notification.intuit.com>
Sent: Wednesday, June 13, 2018 11:08 PM
To: Rich Natiello
Cc: joe@fastersaveslives.org
Subject: Pledge 1052 from FASTER Saves Lives



Faster Saves Lives

Dear Rich Natiello,

Here's your invoice for the Level 1 class! We appreciate your prompt payment.

Thanks for your business!
FASTER Saves Lives

PLEDGE 1052 DETAILS

DUE 07/13/2018

\$3,000.00

Review and pay

Powered by QuickBooks

Bill to

Rich Natiello
Madison Local School District
1324 Middletown Eaton Road
Middletown, OH 45042

Terms

Net 30

FASTER:FASTER Level 1 Training

\$4,500.00


FASTER Level 1 Training, June 22-24, 2018

 \$1,500.00

FASTER:Ohio Grant

\$ -1,500.00

Ohio Grant

 \$ -500.00

Balance due \$3,000.00

Thank you very much for your generous support!

Review and pay

Faster Saves Lives

PO Box 357 Greenville, OH 45331

angela@fastersaveslives.org



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EXHIBIT P

1 IN THE COURT OF COMMON PLEAS

2 BUTLER COUNTY, OHIO

3 * * *

4 ERIN GABBARD,

5 et al.,

6 Plaintiffs/Relators,

7 vs.

CASE NO. CV 2018 09 2028

8 MADISON LOCAL SCHOOL

9 DISTRICT BOARD OF EDUCATION,

10 et al.,

11 Defendants/Respondents.

12 CONFIDENTIAL - ATTORNEYS' EYES ONLY

13 Deposition of PAUL R. JENNEWINE,

14 M.D., Witness herein, called by the

15 Plaintiffs/Relators for cross-examination

16 pursuant to the Rules of Civil Procedure, taken

17 before me, Karen M. Rudd, a Notary Public in and

18 for the State of Ohio, at the Courtyard

19 Marriott, 1 Riverfront Plaza, Hamilton, Ohio, on

20 Friday, January 11, 2019, at 1:09 p.m.

21 * * *

22

23

24

25

CONFIDENTIAL - ATTORNEYS EYES ONLY

<p align="right">Page 10</p> <p>1 you understand that?</p> <p>2 A. Yes, I do.</p> <p>3 Q. Finally, do you know that there's a</p> <p>4 confidentiality agreement between the parties in</p> <p>5 this lawsuit?</p> <p>6 A. Yes.</p> <p>7 Q. So there are times in the</p> <p>8 deposition that you may have to respond to</p> <p>9 answers that are confidential. Just be aware</p> <p>10 that your attorney has the right to designate</p> <p>11 those answers as confidential later on.</p> <p>12 A. Okay.</p> <p>13 MR. CONOVER: If I can just clarify</p> <p>14 that a little bit. We will be talking about</p> <p>15 some of this stuff that we will designate as</p> <p>16 confidential, and under that agreement, we would</p> <p>17 then have the opportunity to redact or somehow</p> <p>18 make that not public. So that's kind of the</p> <p>19 purpose of the confidentiality agreement.</p> <p>20 So there may be instances when you</p> <p>21 are asked questions that you're kind of thinking</p> <p>22 well, we don't want to make that public. For</p> <p>23 purposes of this deposition, unless I tell you</p> <p>24 not to answer, just feel free to go ahead and</p> <p>25 answer even if I do object or something like</p>	<p align="right">Page 12</p> <p>1 mental health training in our internal medicine</p> <p>2 training.</p> <p>3 Q. Like in residency?</p> <p>4 A. Yes.</p> <p>5 Q. How long did you say you have been</p> <p>6 on the board?</p> <p>7 A. About six years.</p> <p>8 Q. Other than serving as a member of</p> <p>9 the board, have you ever held any other</p> <p>10 educational positions?</p> <p>11 A. No.</p> <p>12 Q. Have you worked in the educational</p> <p>13 field?</p> <p>14 A. No.</p> <p>15 Q. Do you have any experience in law</p> <p>16 enforcement?</p> <p>17 A. No.</p> <p>18 Q. Are you aware that on April 24th,</p> <p>19 2018, the Board of Education of the Madison</p> <p>20 Local School District passed a resolution to arm</p> <p>21 certain staff?</p> <p>22 A. Yes.</p> <p>23 Q. Did you vote for that resolution?</p> <p>24 A. Yes.</p> <p>25 Q. Why did you vote for it?</p>
<p align="right">Page 11</p> <p>1 that.</p> <p>2 THE WITNESS: Very well.</p> <p>3 MR. CONOVER: Is that fair?</p> <p>4 MS. LEFKOWITZ: Absolutely.</p> <p>5 Absolutely.</p> <p>6 BY MS. LEFKOWITZ:</p> <p>7 Q. Your full-time profession is a</p> <p>8 medical doctor, correct?</p> <p>9 A. Correct.</p> <p>10 Q. What kind of medicine do you</p> <p>11 practice?</p> <p>12 A. Internal medicine.</p> <p>13 Q. And how long have you been doing</p> <p>14 that?</p> <p>15 A. 21 years.</p> <p>16 Q. Do you have experience in mental</p> <p>17 health?</p> <p>18 A. Minimal.</p> <p>19 Q. Is that related to your medical</p> <p>20 training?</p> <p>21 A. Minimal.</p> <p>22 Q. Is it -- the minimal training that</p> <p>23 you have on mental health, does that come from</p> <p>24 your medical training?</p> <p>25 A. Yes, we have a minimal amount of</p>	<p align="right">Page 13</p> <p>1 A. Because I felt it was appropriate.</p> <p>2 Q. Appropriate in what way?</p> <p>3 A. That I think allowing certain</p> <p>4 individuals to have the right to conceal carry,</p> <p>5 as they do everywhere else in the state, if they</p> <p>6 wanted to do that on school premises, they had</p> <p>7 to follow the school's recommendations.</p> <p>8 Q. So you thought it was important</p> <p>9 that if people are exercising their right to</p> <p>10 carry, they should do so under the rules issued</p> <p>11 by the Board of Education?</p> <p>12 MR. CONOVER: Objection.</p> <p>13 THE WITNESS: Yes, on our grounds.</p> <p>14 BY MS. LEFKOWITZ:</p> <p>15 Q. And it is your view that</p> <p>16 individuals should be allowed to carry firearms</p> <p>17 for their protection?</p> <p>18 A. I believe --</p> <p>19 MR. CONOVER: Objection.</p> <p>20 THE WITNESS: I believe in the</p> <p>21 Second Amendment.</p> <p>22 BY MS. LEFKOWITZ:</p> <p>23 Q. So my question is, is it your view</p> <p>24 that people should be able to carry for their</p> <p>25 protection?</p>

4 (Pages 10 - 13)

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<p style="text-align: right;">Page 70</p> <p>1 Q. 100 percent agreed. So let me try 2 that again. A school shooting is a stressful 3 situation; is that correct? 4 A. I would imagine so, yes. 5 Q. And you would want the individuals 6 who are authorized to carry firearms and to use 7 those firearms in a school shooting to be able 8 to handle that crisis; is that correct? 9 A. Yes. 10 Q. So it should be someone who handles 11 a stressful situation well, correct? 12 MR. CONOVER: Objection. 13 THE WITNESS: Again, I think it is 14 difficult. A stressful situation can be at 15 their job, and if they get mad at their boss. 16 That is a different stressful situation than a 17 stressful situation of going through a divorce 18 that's very ugly. And so I think that's a 19 vague -- to me, at least, from a medical 20 standpoint, that is a vague description. 21 BY MS. LEFKOWITZ: 22 Q. Okay. That's fair. If you look at 23 the third bullet point down on the second 24 page -- actually, strike that. 25 If you look at the second bullet</p>	<p style="text-align: right;">Page 72</p> <p>1 Q. And then the third bullet point 2 down talks about a second interview, correct? 3 A. Yes. 4 Q. And you ultimately did have an 5 interview of all of the authorized individuals, 6 correct? 7 A. Correct. 8 Q. We talked about that earlier. Do 9 you think -- do you have any scheduling email or 10 anything along those lines documenting that 11 meeting? 12 A. No. 13 Q. You wouldn't have a scheduling 14 email from that meeting? 15 A. No, I do not. 16 Q. Do you think individuals who are 17 authorized to carry firearms pursuant to the 18 Madison firearms authorization policy are 19 serving in a security capacity? 20 MR. CONOVER: Objection. 21 THE WITNESS: No. 22 BY MS. LEFKOWITZ: 23 Q. Why not? 24 A. As I've stated earlier, I think, in 25 my opinion, they are there to protect themselves</p>
<p style="text-align: right;">Page 71</p> <p>1 point on the second page, what does that bullet 2 point say? 3 A. Following these evaluations, the 4 staff member would be recommended for or against 5 proceeding to get more extensive training. 6 Q. But what occurred with the 7 authorized individuals in reality is that -- 8 strike that. 9 When did these -- when did the 10 authorized individuals receive their extensive 11 training? 12 A. I don't know the dates. 13 Q. Do you know whether it was after or 14 before the mental health evaluations? 15 A. It was before. 16 Q. So this is another part of the 17 policy that wasn't actually carried out in the 18 way that it is written in this letter; is that 19 correct? 20 MR. CONOVER: Objection. 21 THE WITNESS: That's another 22 part -- excuse me. This is another part of the 23 policy that we were considering, but did not 24 proceed with. 25 BY MS. LEFKOWITZ:</p>	<p style="text-align: right;">Page 73</p> <p>1 and as a secondary gain to protect anyone in 2 their immediate surroundings, just as I would 3 expect them to do anywhere else they conceal 4 carry. 5 MS. LEFKOWITZ: Can you read back 6 that response to me, please? 7 (Record read.) 8 BY MS. LEFKOWITZ: 9 Q. But someone who is a security 10 personnel would do more than that; is that 11 correct? 12 A. I think we would expect our SRO to 13 do certain duties that are contingent to his 14 job. 15 Q. Because that's what he gets paid 16 for; is that right? 17 A. That is his job. 18 Q. I'm going to direct your attention 19 to Exhibit M. 20 (Thereupon, Plaintiffs' Exhibit M, 21 Applicant's Psychological Evaluation, having 22 been previously marked, was presented for 23 purposes of identification.) 24 (Thereupon, Plaintiffs' Exhibit N, 25 Applicant's Psychological Evaluation, having</p>

19 (Pages 70 - 73)

CONFIDENTIAL - ATTORNEYS EYES ONLY

Page 74

1 been previously marked, was presented for
2 purposes of identification.)
3 BY MS. LEFKOWITZ:
4 Q. I'm going to give you M and N at
5 the same time --
6 A. Okay.
7 Q. -- because I'm going to go into
8 those exhibits one right after another. But why
9 don't you take a look at both of those now and
10 let me know when you're ready to discuss.
11 MR. CONOVER: Can we go off the
12 record really quickly?
13 MS. LEFKOWITZ: Sure.
14 (Thereupon, an off-the-record
15 discussion was held.)
16 BY MS. LEFKOWITZ:
17 Q. Looking just at Exhibit M, what is
18 that document?
19 A. This is a psychological evaluation.
20 Q. It's a psychological evaluation for
21 one of the individuals who is authorized to
22 carry a firearm on Madison property, correct?
23 A. I would have to assume so if that's
24 what you're telling me. It's been blacked out,
25 so I can't tell who the individual is, but I'm

Page 76

1 to stipulate to that.
2 BY MS. LEFKOWITZ:

[illegible]

Page 75

1 assuming, if that's what you're telling me.
2 Q. Do you -- do you have a
3 recollection of reviewing this document?
4 A. I do.
5 Q. And in what situation would you
6 have reviewed this document?
7 A. In the committee meeting prior to
8 meeting with any of the individuals.
9 Q. So it was for the purpose of
10 deciding whether to authorize a particular
11 individual, correct?
12 A. It was to -- explain your question
13 better.
14 Q. You reviewed this particular
15 document that you are looking at, Exhibit M, in
16 the context of deciding whether to authorize
17 this individual to carry a firearm on school
18 property, correct?
19 A. It was one of the items used to
20 make that decision.
21 Q. I just want to establish that it's
22 not an evaluation from some other situation that
23 has nothing to do with authorized personnel.
24 A. Understood.
25 MR. CONOVER: I think we're willing

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[illegible]

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Page 87

Page 89

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<p style="text-align: right;">Page 94</p> <p>1 authorization policy for any of the authorized 2 individuals to offensively go after a potential 3 shooter? 4 MR. CONOVER: Objection. 5 THE WITNESS: I think the rules of 6 engagement were covered in their training. The 7 rules of engagement are not set by us. 8 BY MS. LEFKOWITZ: 9 Q. Which rules of engagement -- I'm 10 sorry. Which training is that? 11 A. The FASTER training. 12 Q. Does your firearms authorization 13 policy set forth any rules of engagement? 14 A. No. 15 Q. And why is that? 16 A. Because that is in their training. 17 Q. So you rely on the FASTER training 18 to set forth the proper rules of engagement? 19 MR. CONOVER: Objection. 20 THE WITNESS: I expect them to be 21 trained in those areas. 22 BY MS. LEFKOWITZ: 23 Q. So it would not violate the 24 school's policy for one of these authorized 25 individuals to offensively go after a shooter,</p>	<p style="text-align: right;">Page 96</p> <p>1 A. That is correct. 2 Q. Why don't you take some time to 3 look through this document, and then we'll 4 discuss it. 5 A. Okay. 6 Q. What's the document that you are 7 looking at? 8 A. A school authorization checklist. 9 Q. And what's the organization that 10 puts out this checklist? 11 A. FASTER Saves Lives. 12 Q. That's the training program that 13 the authorized individuals are trained under, 14 correct? 15 A. Yes. 16 Q. Did you review -- have you ever 17 seen this school authorization checklist before? 18 A. Yes, I have. 19 Q. At what point did you see it? 20 A. Oh, I don't remember the date. 21 Q. Was this one of the things that you 22 may have reviewed online? 23 A. I'm sure I looked at it on their 24 website. 25 Q. If I could call your attention to</p>
<p style="text-align: right;">Page 95</p> <p>1 correct? 2 MR. CONOVER: Objection. 3 THE WITNESS: I do not think that 4 is expressly written in the policy, no. 5 BY MS. LEFKOWITZ: 6 Q. It's not expressly prohibited; is 7 that correct? 8 MR. CONOVER: Objection. 9 THE WITNESS: That is correct. 10 BY MS. LEFKOWITZ: 11 Q. In fact, as you just testified, the 12 firearms authorization policy doesn't explicitly 13 say anything about the rules of engagement? 14 MR. CONOVER: Objection. 15 THE WITNESS: Correct. 16 MS. LEFKOWITZ: I'm going to 17 introduce an exhibit which I believe is 18 Exhibit W. 19 (Thereupon, Plaintiffs' Exhibit W, 20 FASTER School Authorization Checklist, was 21 marked for purposes of identification.) 22 BY MS. LEFKOWITZ: 23 Q. Dr. Jennewine, you have just been 24 handed a document which is labeled Exhibit W; is 25 that correct?</p>	<p style="text-align: right;">Page 97</p> <p>1 page 19, which I'll represent to you is the 2 FASTER level one outline. 3 A. I don't see a page number 19. 4 Q. That's a very good point. 5 A. It's not numbered. 6 Q. Sure, it's not numbered. In the 7 table of contents, it's number 19. So it's 8 toward the end, but it looks like -- I'm just 9 holding it up for you if you want to see it. 10 A. Page 19 says level two outline. 11 Q. All right. So then look at page 12 18. Page 17. 13 A. You wanted the FASTER level one 14 outline? 15 Q. Yes. Is that what you're looking 16 at? 17 A. Yes. 18 Q. Have you seen this outline before? 19 A. I assume I reviewed it when I was 20 looking online. 21 Q. Do you see any rules of engagement 22 set out in this outline? 23 A. Not as a specific bullet point, no. 24 Q. Would you expect the rules of 25 engagement to be verbally taught at the actual</p>

25 (Pages 94 - 97)

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<p style="text-align: right;">Page 110</p> <p>1 Q. There was no required expertise of 2 any sort, correct? 3 A. No. 4 Q. You didn't have to have specific 5 law enforcement expertise? 6 A. No. 7 Q. And did you serve on that board in 8 your capacity as a medical doctor? 9 MS. LEFKOWITZ: Objection. 10 THE WITNESS: No. 11 BY MR. CONOVER: 12 Q. In what capacity did you serve on 13 that board? 14 A. As a board member. 15 Q. We also talked in some detail about 16 the letter to the community that was sent out or 17 at least posted on the board website on 18 July 28th, 2018. Do you remember that letter? 19 A. Yes. 20 Q. Okay. Is that letter official 21 district policy? 22 A. No. 23 Q. Going back to the safety committee. 24 I apologize. I'm just tracking my notes. You 25 mentioned that during that -- those interviews,</p>	<p style="text-align: right;">Page 112</p> <p>1 fair to say? 2 MS. LEFKOWITZ: Objection. 3 THE WITNESS: Yes. 4 BY MR. CONOVER: 5 Q. And I think your testimony was that 6 this -- the protocol outlined in this letter was 7 not in the district's final firearms 8 authorization policy; is that fair to say? 9 A. That is correct. 10 Q. Did the -- strike that. 11 Did the safety committee inquire 12 into this information of all the applicants? 13 A. Yes. 14 Q. I have just a couple more 15 questions. At the end of our discussion, we 16 kind of -- with Ms. Lefkowitz, you discussed 17 offensive versus defensive tactics. Do you 18 remember that? 19 A. Yes. 20 Q. And what is your understanding of 21 an offensive response to an active shooter 22 situation in a school? 23 A. My opinion would be that offensive 24 would be going out and seeking out the shooter 25 perhaps somewhere else in the building or on a</p>
<p style="text-align: right;">Page 111</p> <p>1 you considered some psychological evaluations; 2 is that correct? 3 A. Correct. 4 Q. Did you review those psychological 5 evaluations in your professional medical 6 capacity? 7 A. No. 8 Q. And how did you look at those or 9 review those medical or psychological 10 evaluations? 11 A. As a board member. 12 Q. Are you -- are those psychological 13 evaluations part of the district's emergency 14 management plan? 15 A. Yes. 16 Q. Let me go back to the letter to the 17 community, the July 28th letter. So I think you 18 testified that the second bullet point at the 19 bottom of Exhibit -- I think it's R, at the 20 bottom of the page there -- 21 A. Yes. 22 Q. -- the second bullet point 23 discusses kind of an interview by the safety 24 committee regarding certain information the 25 safety committee would be looking for; is that</p>	<p style="text-align: right;">Page 113</p> <p>1 different level, but being the pursuer. 2 Q. What is your understanding of a 3 defensive tactic in response to an active 4 shooter situation in a school? 5 A. Trying to move away from the 6 threat, escape the building, get out of the 7 building, get away from harm's way. 8 Q. Did you discuss with the authorized 9 individuals during those interviews with the 10 safety committee the training they received at 11 FASTER? 12 A. Yes. 13 Q. And what did they teach or what did 14 they say they learned in the FASTER program? 15 A. They said it was very intense 16 training, very educational. I believe al [REDACTED] 17 of them said how impressed they were by the 18 tactical field first aid that they had received, 19 the idea that bleeding out and flail chest 20 wounds are two -- probably the most common cause 21 of death even beyond the immediate gunshot. 22 Because of the time it takes for EMS to arrive 23 and for police to arrive, it's crucially 24 important in getting that kind of first aid to 25 those wounded to save lives.</p>

29 (Pages 110 - 113)

<p style="text-align: right;">Page 114</p> <p>1 So all [REDACTED] of them were extremely 2 impressed by that, and they went over the idea 3 that there was defensive training that had taken 4 place in that course. 5 Q. And why did you think that the 6 trauma training -- strike that. I'll move on. 7 Did your -- did you authorize 8 anyone to appear in any sort of documentary 9 about FASTER? 10 A. No. 11 Q. Did the board authorize anyone to 12 appear in any documentary about FASTER? 13 A. No. 14 Q. Dr. Jennewine, we obviously have 15 been talking about the district's resolution to 16 arm staff members and also the firearms 17 authorization policy. Why is that -- why is 18 that resolution and that firearms authorization 19 policy important to you as a board member? 20 A. I think they are important because 21 of the incidents, the events that we have seen, 22 that the individuals need the right to protect 23 themselves and those in their immediate area 24 and while escaping harm's way. 25 Q. I think you said one of the</p>	<p style="text-align: right;">Page 116</p> <p>1 BY MS. LEFKOWITZ: 2 Q. I just have one question. 3 A. Sure. 4 Q. In response to one of your 5 attorney's questions, you drew a distinction 6 between offensive versus defensive tactics; is 7 that correct? 8 A. Yes. 9 Q. Is that distinction present 10 anywhere in the firearms authorization policy? 11 A. No. 12 MS. LEFKOWITZ: That's it, and I'm 13 done. And do you agree to waive or sign either 14 by January 25th -- the later of January 25th or 15 seven days after the -- you receive the 16 transcript? 17 MR. CONOVER: Yes. 18 MS. LEFKOWITZ: I'm done. Off the 19 record. 20 (Thereupon, the deposition was 21 concluded at 3:45 p.m.) 22 23 24 25</p>
<p style="text-align: right;">Page 115</p> <p>1 qualifications to be a board member is to be a 2 resident of the Madison Local School District; 3 is that right? 4 A. Correct. 5 Q. Are you a resident of the Madison 6 Local School District? 7 A. Yes, I am. 8 Q. And why, as a community member or a 9 resident of the district, is the resolution and 10 the firearms authorization policy important to 11 you? 12 MS. LEFKOWITZ: Objection. 13 THE WITNESS: Because my daughter 14 told me that in an ALICE training drill, her 15 teacher's plan was to take the bullet from the 16 intruder while throwing a stapler at the 17 intruder. That was all she had. And that to me 18 is just reprehensible that we are going to 19 expect these adults to die for our kids, but 20 that we don't allow them the same right that the 21 State of Ohio and the United States allows them 22 everywhere else. 23 MR. CONOVER: I've got nothing 24 further. Thank you. 25 RE-CROSS-EXAMINATION</p>	<p style="text-align: right;">Page 117</p> <p>1 2 STATE OF _____) 3) :ss 4 COUNTY OF _____) 5 6 7 I, PAUL R. JENNEWINE, M.D., the 8 witness herein, having read the foregoing 9 testimony of the pages of this deposition, 10 do hereby certify it to be a true and 11 correct transcript, subject to the 12 corrections, if any, shown on the attached 13 page. 14 15 16 _____ 17 PAUL R. JENNEWINE, M.D. 18 19 20 Sworn and subscribed to before me, 21 this _____ day of _____, 2019. 22 23 _____ 24 Notary Public 25</p>

EXHIBIT Q

1 IN THE COURT OF COMMON PLEAS

2 BUTLER COUNTY, OHIO

3 * * *

4 ERIN GABBARD,

5 et al.,

6 Plaintiffs/Relators,

7 vs.

CASE NO. CV 2018 09 2028

8 MADISON LOCAL SCHOOL

9 DISTRICT BOARD OF EDUCATION,

10 et al.,

11 Defendants/Respondents.

12 CONFIDENTIAL - ATTORNEYS' EYES ONLY

13 Deposition of PETE ROBINSON, Witness

14 herein, called by the Plaintiffs/Relators for

15 cross-examination pursuant to the Rules of Civil

16 Procedure, taken before me, Karen M. Rudd, a

17 Notary Public in and for the State of Ohio, at

18 the Courtyard Marriott, 1 Riverfront Plaza,

19 Hamilton, Ohio, on Thursday, January 10, 2019,

20 at 4:20 p.m.

21 * * *

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Page 34

1 our superintendent that they had.
2 Q. Do you --
3 A. And each individual that we
4 interviewed stated that they did, as well.
5 Q. Do you have any documentation
6 showing that they completed the training in a
7 satisfactory manner?
8 A. I personally do not. Sorry. I
9 didn't mean to speak over you.
10 Q. Are you aware that anyone at
11 Madison has documentation that is showing that
12 they completed the FASTER training in a
13 satisfactory manner?
14 A. Me personally, no.
15 Q. You are not aware that anyone has
16 this?
17 A. I'm saying I don't know.
18 Q. But you've never seen it?
19 A. Well, I don't recall.
20 Q. You're part of the safety committee
21 that makes the recommendation to the
22 superintendent; is that correct -- to the board;
23 is that correct?
24 A. Yes.
25 Q. Part of the process for authorizing

Page 36

1 mental health evaluation is satisfactory; is
2 that correct?
3 MR. CONOVER: Objection.
4 THE WITNESS: Yes.
5 BY MS. LEFKOWITZ:
6 Q. And did you make that determination
7 in each of the [REDACTED] cases?
8 A. Yes.
9 Q. So you reviewed the mental health
10 evaluations of each of the [REDACTED] authorized
11 individuals; is that correct?
12 A. Yes. And one member of our safety
13 committee is Dr. Paul Jennewine, and relied
14 heavily on his professional opinion.

[illegible]

Page 35

1 personnel is that they go through a mental
2 health evaluation?
3 A. Yes.
4 Q. Is that right?
5 A. Yes.
6 Q. Why is that part of the process?
7 A. It was part of the policy.
8 Q. Is the reason that it's part of the
9 policy is that it's important that someone who
10 brings a firearm into a classroom be of sound
11 mind?
12 MR. CONOVER: Objection.
13 THE WITNESS: That's reasonable.
14 BY MS. LEFKOWITZ:
15 Q. Is that the reason why it is part
16 of the policy?
17 MR. CONOVER: Objection.
18 THE WITNESS: It's part of the
19 policy because our counsel looked over
20 everything before the policy was ever enacted,
21 and I would assume, yes.
22 BY MS. LEFKOWITZ:
23 Q. So before authorizing an individual
24 to carry a firearm in a classroom, the safety
25 committee would want to make sure that their

Page 37

[illegible]

22 Q. But to be clear, you are a part of
23 the safety committee and --
24 A. Yes.
25 Q. -- it's your job to review this; is

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1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
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20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

Page 43

1 BY MS. LEFKOWITZ:
2 Q. Would you agree with me it's a
3 pretty big decision to allow someone to go into
4 a classroom with children with a firearm?
5 MR. CONOVER: Objection.
6 THE WITNESS: Yes.
7 BY MS. LEFKOWITZ:
8 Q. And would you -- is it true that
9 this individual was authorized to use deadly
10 force if the situation calls for it?
11 A. Yes.
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 BY MS. LEFKOWITZ:
25 Q. These are one-on-one interviews

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1 with the safety committee; is that correct?
2 A. That's correct.
3 Q. Is there any documentation of those
4 interviews?
5 A. I'm not sure.
6 Q. Do you remember there being someone
7 taking minutes during this interview?
8 A. I'm not sure.
9 Q. So to your recollection, there
10 are -- there's no record of this interview?
11 A. I was there, yes. There is a
12 recollection, yes.
13 Q. Are you aware of any written record
14 of this interview that you are referring to?
15 A. I am -- honestly, I don't recall.
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
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Page 45

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25 [REDACTED]

12 (Pages 42 - 45)

Page 90

1 THE WITNESS: Yes.
2 BY MS. LEFKOWITZ:
3 Q. So if there was ever an active
4 shooter at the school again, and the shooter
5 came to the classroom of an individual who was
6 armed, the individual would be expected to
7 engage with the shooter; is that correct?
8 MR. CONOVER: Objection.
9 THE WITNESS: Defend in place. If
10 there is an imminent threat to them or those in
11 their room, to defend themselves. And that
12 would be, you know, an option. That would
13 certainly be an option.
14 BY MS. LEFKOWITZ:
15 Q. And part of defending in place can
16 be pointing a firearm; is that correct?
17 MR. CONOVER: Objection.
18 THE WITNESS: Heaven forbid it
19 would ever come to that, yes.
20 BY MS. LEFKOWITZ:
21 Q. And defending can also mean, if the
22 situation calls for it, shooting the firearm?
23 A. Yes.
24 Q. Assuming it's safe to do so and it
25 is occurring in the authorized individual's

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1 classroom, would that individual be expected to
2 disarm the shooter?
3 MR. CONOVER: Objection.
4 THE WITNESS: No, they are not.
5 They are to defend. And if they feel threatened
6 themselves or -- you know, that they are
7 authorized to take appropriate action, and I
8 guess it would be a case-by-case basis.
9 MS. LEFKOWITZ: Understood.
10 THE WITNESS: This is all based on
11 worst case scenario. And heaven forbid it ever
12 happened again, because once is too many
13 anywhere.
14 MS. LEFKOWITZ: I think we can all
15 probably agree on that.
16 THE WITNESS: Yeah.
17 BY MS. LEFKOWITZ:
18 Q. So an authorized personnel who is
19 carrying a firearm, if that person hears a
20 commotion outside of his classroom, your
21 testimony is that he should not go out and
22 investigate what's going on?
23 MR. CONOVER: Objection.
24 THE WITNESS: Per the policy, that
25 is correct.

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1 BY MS. LEFKOWITZ:
2 Q. Because if he did go out and
3 investigate what's going on, that would be
4 acting in a security capacity?
5 MR. CONOVER: Objection.
6 THE WITNESS: Correct. That would
7 be offensive.
8 BY MS. LEFKOWITZ:
9 Q. I'm going to direct you back to the
10 firearms authorization policy. I already forgot
11 what I was going to ask. Yes. I'm going to
12 direct you to the firearms policy purpose.
13 Could you read that paragraph on page 263?
14 A. Yes. The board adopts the
15 following policy to address concerns about
16 effective and timely response to emergency
17 situations at schools, including invasion of the
18 schools by an armed outsider, an active shooter,
19 hostage situation, students who are armed and
20 posing a direct threat of physical harm to
21 themselves or others, and similar circumstances.
22 Q. That phrase similar circumstances,
23 can you give me some idea of what those
24 circumstances would be?
25 A. That is -- let's see here. I don't

Page 93

1 know. My understanding is similar circumstances
2 could be different types of threats of physical
3 harm that would be coming to them.
4 Q. If there's a threat of physical
5 harm, is the first option that the authorized
6 individual has to use his firearm?
7 MR. CONOVER: Objection.
8 THE WITNESS: The firearm would be
9 the last resort, you know. And just in any
10 circumstance, lethal force would be a last
11 resort.
12 BY MS. LEFKOWITZ:
13 Q. Is there a system in place that if
14 there was an armed attacker in the school, that
15 someone can contact the authorized personnel?
16 A. You know what, that may very well
17 be a part of the safety plan, but I can't
18 honestly sit here and recite you exactly what
19 that is.
20 Q. Authorized personnel are carrying
21 firearms 100 percent of the time that they are
22 on the school property; is that correct?
23 MR. CONOVER: Objection.
24 THE WITNESS: They are authorized
25 to carry 100 percent of the time. There is

EXHIBIT R

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IN THE COURT OF COMMON PLEAS

BUTLER COUNTY, OHIO

* * *

ERIN GABBARD,

et al.,

Plaintiffs/Relators,

vs.

CASE NO. CV 2018 09 2028

MADISON LOCAL SCHOOL

DISTRICT BOARD OF EDUCATION,

et al.,

Defendants/Respondents.

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Deposition of CARL DAVID FRENCH,

Witness herein, called by the Plaintiffs for
cross-examination pursuant to the Rules of Civil
Procedure, taken before me, Karen M. Rudd, a
Notary Public in and for the State of Ohio, at
the Courtyard Marriott, 1 Riverfront Plaza,
Hamilton, Ohio, on Thursday, January 10, 2019,
at 8:48 a.m.

* * *

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<p style="text-align: right;">Page 18</p> <p>1 Q. Did you understand the question?</p> <p>2 A. Not thoroughly, no.</p> <p>3 Q. Does the resolution have any other</p> <p>4 purposes than to protect the students and staff</p> <p>5 of the school district?</p> <p>6 A. The resolution is a -- its primary</p> <p>7 purpose is to try to come up with better plans</p> <p>8 to instill security or safety for our children.</p> <p>9 Q. Okay. So in your words, one of the</p> <p>10 primary purposes or the primary purpose of the</p> <p>11 resolution is to better provide for security and</p> <p>12 safety of students?</p> <p>13 MR. CONOVER: Objection,</p> <p>14 mischaracterization. Go ahead.</p> <p>15 THE WITNESS: To develop plans to</p> <p>16 try to come up with better ways to secure our</p> <p>17 buildings and children.</p> <p>18 BY MR. MILLER:</p> <p>19 Q. How are armed personnel supposed to</p> <p>20 better secure the buildings and people inside?</p> <p>21 MR. CONOVER: Objection, vague.</p> <p>22 MR. MILLER: You can answer.</p> <p>23 THE WITNESS: Clarify.</p> <p>24 BY MR. MILLER:</p> <p>25 Q. Did you understand the question?</p>	<p style="text-align: right;">Page 20</p> <p>1 BY MR. MILLER:</p> <p>2 Q. Do they have any particular tools,</p> <p>3 and particular special tools, that they would</p> <p>4 use to do those things?</p> <p>5 A. Training.</p> <p>6 Q. They have special training?</p> <p>7 A. They would have.</p> <p>8 Q. Okay. Do they carry any item,</p> <p>9 object, tool, that others do not that would</p> <p>10 enable them to provide this type of protection</p> <p>11 you just described?</p> <p>12 A. As far as -- who are we talking</p> <p>13 about?</p> <p>14 Q. These are the armed staff members</p> <p>15 we are referring to.</p> <p>16 A. It would be whatever they are armed</p> <p>17 with.</p> <p>18 Q. Specifically a firearm; is that</p> <p>19 right?</p> <p>20 A. Correct.</p> <p>21 MR. CONOVER: Can I just -- sorry.</p> <p>22 THE WITNESS: Unless it's a -- one</p> <p>23 that's not in there, and they have a right to</p> <p>24 protect any students with -- in their care that</p> <p>25 they may have, whether it's a fire extinguisher,</p>
<p style="text-align: right;">Page 19</p> <p>1 A. Not fully. What are you asking?</p> <p>2 Q. How are armed personnel supposed</p> <p>3 to, in your words, provide security and safety</p> <p>4 for the students and staff at the Madison Local</p> <p>5 School District buildings?</p> <p>6 A. Potentially because of the location</p> <p>7 of our school and how long it takes a police</p> <p>8 officer or sheriff's department to respond, to</p> <p>9 provide protection for our kids within an area</p> <p>10 until help arrives to go after and secure a</p> <p>11 building.</p> <p>12 Q. And in your words, how are armed</p> <p>13 personnel -- like what do they do? How do they</p> <p>14 provide protection for our kids, as you just</p> <p>15 said?</p> <p>16 MR. CONOVER: Objection, form.</p> <p>17 THE WITNESS: Pardon me.</p> <p>18 MR. CONOVER: Go ahead. I'm sorry.</p> <p>19 I'm going to be objecting off to kind of the</p> <p>20 side here.</p> <p>21 THE WITNESS: They would provide an</p> <p>22 area of protection for our kids until either a</p> <p>23 responding resource officer or anything to --</p> <p>24 could isolate a possible intruder or internal</p> <p>25 threat.</p>	<p style="text-align: right;">Page 21</p> <p>1 whatever, locked door, whatever they can do.</p> <p>2 BY MR. MILLER:</p> <p>3 Q. Okay. Right now, I'm specifically</p> <p>4 asking for information about the role that armed</p> <p>5 staff play under the resolution --</p> <p>6 A. Yes.</p> <p>7 Q. -- and under any policies that you</p> <p>8 have created to implement the resolution.</p> <p>9 A. Okay.</p> <p>10 Q. Is that clear?</p> <p>11 A. That's clear.</p> <p>12 Q. So I believe you testified a moment</p> <p>13 ago or at least I had asked about what the</p> <p>14 purpose was of having armed staff on site,</p> <p>15 specifically armed staff. And I believe you</p> <p>16 testified that one of the purposes of having</p> <p>17 armed staff on site was to, in your words,</p> <p>18 provide an area of protection at the Madison</p> <p>19 Local School District for the students and staff</p> <p>20 on site; is that correct?</p> <p>21 A. That's correct.</p> <p>22 Q. And I believe you also testified</p> <p>23 that one of the purposes of armed staff was to,</p> <p>24 in your words, isolate a possible intruder or</p> <p>25 attacker --</p>

6 (Pages 18 - 21)

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<p style="text-align: right;">Page 46</p> <p>1 require.</p> <p>2 A. Okay. Which statement?</p> <p>3 Q. You are granted this</p> <p>4 authorization --</p> <p>5 A. Yes.</p> <p>6 Q. Do you see where it reads you are</p> <p>7 granted this authorization as an additional</p> <p>8 safety measure to protect our students and staff</p> <p>9 from harm?</p> <p>10 A. Yes.</p> <p>11 Q. Do you see that?</p> <p>12 A. Uh-huh.</p> <p>13 Q. Do you agree that's what it says?</p> <p>14 A. Yes.</p> <p>15 Q. Is it fair to say that armed staff</p> <p>16 personnel are, in fact, an additional safety</p> <p>17 measure to protect students and staff from harm?</p> <p>18 MR. CONOVER: Objection, asked and</p> <p>19 answered.</p> <p>20 MR. MILLER: You can answer.</p> <p>21 THE WITNESS: Yes.</p> <p>22 BY MR. MILLER:</p> <p>23 Q. Is it fair to say that armed staff</p> <p>24 are an additional security measure to protect</p> <p>25 students and staff from harm?</p>	<p style="text-align: right;">Page 48</p> <p>1 A. If they are coming up on their</p> <p>2 particular group that they are at, they are not</p> <p>3 to engage unless it's a life and death</p> <p>4 situation.</p> <p>5 Q. So armed staff members are supposed</p> <p>6 to stay where they are during an active shooter</p> <p>7 situation?</p> <p>8 A. Yes.</p> <p>9 Q. And they are not supposed to leave</p> <p>10 the group of students or the location where they</p> <p>11 are when the incident begins; is that right?</p> <p>12 A. Anytime there's an incident like</p> <p>13 that, none of the staff are supposed to leave</p> <p>14 their location where they are at with the</p> <p>15 students.</p> <p>16 Q. Okay. Are the roles of staff</p> <p>17 members during such an incident dependent to</p> <p>18 some degree on the staff members' job</p> <p>19 responsibilities?</p> <p>20 MR. CONOVER: Objection.</p> <p>21 THE WITNESS: State that again.</p> <p>22 BY MR. MILLER:</p> <p>23 Q. In an emergency like an active</p> <p>24 shooter --</p> <p>25 A. Yes.</p>
<p style="text-align: right;">Page 47</p> <p>1 A. They are an additional safety --</p> <p>2 Q. Is there a difference --</p> <p>3 A. -- measure of precaution.</p> <p>4 Q. Is there a difference between an</p> <p>5 additional safety measure and additional</p> <p>6 security measure in your view?</p> <p>7 A. Yes.</p> <p>8 Q. What is it?</p> <p>9 A. Safety, we are to keep a safe</p> <p>10 environment for our kids at all costs. To me,</p> <p>11 in my terms of security, you are referring to</p> <p>12 someone that we expect to go out and pursue</p> <p>13 someone or be offensive or aggressive. No, we</p> <p>14 don't expect that at all. We expect them to be</p> <p>15 strictly defensive.</p> <p>16 Q. Are armed staff members supposed to</p> <p>17 locate an attacker during an active shooting</p> <p>18 situation?</p> <p>19 A. No.</p> <p>20 Q. Are they supposed to pursue an</p> <p>21 attacker?</p> <p>22 A. No.</p> <p>23 Q. Are they supposed to engage an</p> <p>24 attacker if they are already at the location</p> <p>25 where the attacker is?</p>	<p style="text-align: right;">Page 49</p> <p>1 Q. -- you said that certain staff are</p> <p>2 supposed to stay where they are when the</p> <p>3 incident begins; is that right?</p> <p>4 A. All staff.</p> <p>5 Q. All staff. What about staff that</p> <p>6 are not presently in an area with children, what</p> <p>7 are they supposed to do?</p> <p>8 A. I'm not sure how the internal --</p> <p>9 what their roles would be as far as what they</p> <p>10 are supposed to be doing other than they are --</p> <p>11 we are supposed to isolate and contain all</p> <p>12 students at the time or protect by whatever</p> <p>13 means we have, whether it's to lock them up in a</p> <p>14 room, not let them out in a hall, turn off the</p> <p>15 lights so the room seems empty, secure.</p> <p>16 Q. And for staff members that are not</p> <p>17 in a classroom with children when the incident</p> <p>18 begins, you don't know what their</p> <p>19 responsibilities are in an incident?</p> <p>20 A. No. All staff are supposed to try</p> <p>21 to remain where they are at and secure, unless</p> <p>22 the active shooter is there, and then it will be</p> <p>23 a flight measure if that's what it takes once we</p> <p>24 get some kind of response.</p> <p>25 Q. You testified that armed staff are</p>

13 (Pages 46 - 49)

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<p style="text-align: right;">Page 122</p> <p>1 Q. At what point are any interviews 2 with a candidate conducted? 3 A. Pardon me? 4 Q. At what point during the process 5 are interviews of the candidate conducted? 6 A. Prior to, through their voluntarily 7 coming forward and what their reasoning is and 8 why and what their demeanor is and their work 9 history, to after receiving the training and 10 evaluations, and then they would go through an 11 interview process with the -- 12 Q. So there are two interviews; is 13 that correct? 14 A. It's not through the safety 15 committee. The first interview would have to be 16 through the administrator. 17 Q. I'll ask some details about each 18 one, but just so I understand the basic 19 framework, there are two interviews, one at the 20 beginning and one closer to the end? 21 A. One officially, which would be 22 towards the end, to interview them after we get 23 all their information. But part of the 24 policy -- not the policy, but part of the steps 25 is when they come forward to the superintendent,</p>	<p style="text-align: right;">Page 124</p> <p>1 A. It would be the safety committee. 2 I'm not sure of all of the members of it, but it 3 would be -- the resource officer is part of it, 4 and so are two board members, and the 5 superintendent. 6 Q. Is the school resource officer part 7 of the safety committee? 8 A. Yes. 9 Q. Is that specifically one resource 10 officer or another, or can both serve in that 11 role? 12 A. Right now, it's one, but it could 13 be either. 14 Q. Is it Kent Hall currently? 15 A. Yes. 16 Q. And what does the committee 17 consider during that interview? 18 A. They consider the interview 19 process, they consider the background, the 20 criminal checks, the examinations, physical 21 ability, everything. That's what they look at. 22 Q. And once the committee has 23 conducted that interview -- I'm sorry. Before 24 we get to that -- strike that. 25 Does the committee consider</p>
<p style="text-align: right;">Page 123</p> <p>1 she will just basically feel them out and see 2 why they want to do it -- 3 Q. Okay. 4 A. -- if it's somebody that she can 5 recommend and look at their history. 6 Q. Okay. And I believe you said that 7 one of the things she examines this person about 8 in this initial interview is the person's job 9 history; is that correct? 10 A. Yes. 11 Q. Why does she ask about that? 12 A. Just for their background and type 13 of person they are. 14 Q. Is their background important to 15 the determination whether or not to grant 16 authorization? 17 A. Could be. 18 Q. How? 19 A. Just if they have a violent history 20 or, you know, disregard of rules and 21 regulations, or if they are a disciplinary 22 problem, or anything like that. 23 Q. When the safety committee meets to 24 conduct the final interview, who is part of that 25 interview?</p>	<p style="text-align: right;">Page 125</p> <p>1 anything else as part of the interview process? 2 A. Other than looking at the need and 3 the abilities and criminal backgrounds and the 4 physical ability, the mental state. 5 Q. Why does the committee consider the 6 person's mental state? 7 A. Just because you don't want someone 8 that's unstable. 9 Q. Once the committee has conducted 10 this interview, what is the next step? 11 A. They will either accept or just 12 deny the -- if they tend to think it would be a 13 candidate, they bring it to the board for 14 approval. 15 Q. So the committee makes a 16 recommendation? 17 A. Yes. 18 Q. And who do they make the 19 recommendation to? 20 A. To the board. 21 Q. And when does the board consider 22 that recommendation? 23 A. When they reach it and we go -- 24 have a board meeting. 25 Q. Does the board consider that</p>

32 (Pages 122 - 125)

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<p style="text-align: right;">Page 158</p> <p>1 Q. Separate from the documents we have 2 looked at in the exhibits today which are laid 3 out in front of you, does the board have any 4 documentation setting forth rules of engagement 5 for armed staff members? 6 A. Hard copy forms, no, not that I'm 7 aware of. 8 Q. In any form? 9 A. No, other than, you know, when they 10 go through the training, what the expectations 11 on who they need to notify or anything like 12 that. It's word of mouth. Nothing documented. 13 Q. You believe armed staff receive 14 training on the rules of engagement as part of 15 the FASTER program? 16 MR. CONOVER: Objection. 17 THE WITNESS: I'm not aware of 18 what's actually in the FASTER program as far as 19 details. 20 BY MR. MILLER: 21 Q. Are armed staff provided a document 22 describing the rules of engagement that is 23 different from the documents we are currently 24 looking at as exhibits here? 25 A. Not that I'm aware of.</p>	<p style="text-align: right;">Page 160</p> <p>1 of. I know there's information she receives, 2 but I don't know what the details are and what 3 they are. 4 BY MR. MILLER: 5 Q. Has the board received any course 6 outline for the FASTER program? 7 A. An outline, yes, from FASTER. 8 Q. Yes? 9 A. I'm not for sure if it came from 10 them, but we do have -- you know, we researched. 11 We have knowledge of what the course outlines. 12 Q. And was that course outline 13 something the board considered when setting the 14 training requirements for armed staff? 15 A. Yes. 16 Q. Do you know whether that course 17 outline has been produced? 18 A. I'm not aware of actually what 19 official outline there is that you produce. 20 Q. Okay. Are you aware of any other 21 documents describing the FASTER training program 22 that are in the board's possession? 23 A. Other than what the course outline 24 would be that you can get off of -- what the 25 outline would be, no.</p>
<p style="text-align: right;">Page 159</p> <p>1 Q. Okay. Are there any documents 2 other than the exhibits here today that describe 3 when staff may use their firearm? 4 A. Other than these documents, no, not 5 that I'm aware of. 6 Q. Any documents other than the 7 exhibits here today that describe when staff 8 members are authorized to use deadly force? 9 A. Not that I'm aware. 10 Q. Are there any other documents that 11 set out any sort of guideline or standard for 12 evaluating armed staff when deciding whether or 13 not to grant authorization? 14 A. Not that I'm aware of. 15 Q. Are there any documents other than 16 these that set out standards or guidelines for 17 withdrawing or revoking authorization? 18 A. Not that I'm aware of. 19 Q. Are there any documents in the 20 board's possession or the superintendent's 21 possession that you are aware of that describe 22 the training program that armed staff 23 participate in? 24 MR. CONOVER: Objection. 25 THE WITNESS: Not that I'm aware</p>	<p style="text-align: right;">Page 161</p> <p>1 Q. The outline you are referring to, 2 is that outline available online through the 3 FASTER program website? 4 A. It should be. 5 Q. Is that how the board obtained it? 6 A. I'm not for sure exactly the steps 7 of how the board obtained it. 8 Q. Did you receive any material from 9 FASTER personnel describing their program or 10 training curriculum? 11 A. We received what you can get off 12 the Internet. I'm not for sure where the other 13 individuals got anything. 14 Q. Are there any portions of the 15 district's emergency management plan that relate 16 to armed personnel that are not part of the 17 exhibits we have looked at here today? 18 A. Not that I'm aware of. 19 Q. Does the emergency management plan 20 have any procedures for responding to an active 21 shooter that are not part of the exhibits that 22 we have looked at today? 23 A. Not that I'm aware of. 24 Q. Are any of the exhibits we have 25 looked at today part of the district's emergency</p>

41 (Pages 158 - 161)

EXHIBIT S

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IN THE COURT OF COMMON PLEAS

BUTLER COUNTY, OHIO

* * *

ERIN GABBARD,

et al.,

Plaintiffs/Relators,

vs.

CASE NO. CV 2018 09 2028

MADISON LOCAL SCHOOL

DISTRICT BOARD OF EDUCATION,

et al.,

Defendants/Respondents.

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Deposition of JOHN KENT HALL,

Witness herein, called by the

Plaintiffs/Relators for cross-examination

pursuant to the Rules of Civil Procedure, taken

before me, Karen M. Rudd, a Notary Public in and

for the State of Ohio, at the Courtyard

Marriott, 1 Riverfront Plaza, Hamilton, Ohio, on

Friday, January 11, 2019, at 4:04 p.m.

* * *

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<p style="text-align: right;">Page 70</p> <p>1 teachers, or is it referring to the FASTER 2 training? 3 MR. MILLER: I can clarify. 4 MR. FERGUSON: Okay. 5 BY MR. MILLER: 6 Q. The reference in that sentence I've 7 just read you to the program, do you know 8 whether that's a reference to the FASTER program 9 specifically, or whether it's a reference to the 10 board's program to arm teachers? 11 A. I don't recall. 12 Q. Do you recall having -- strike 13 that. 14 Do you recall telling Dr. Jennewine 15 that you were in favor of the FASTER program if 16 the training process was thorough? 17 A. I don't recall. 18 Q. Do you recall having a discussion 19 or telling Dr. Jennewine that you were in favor 20 of the armed teacher program if its training 21 process was thorough? 22 A. I don't recall. 23 Q. So you don't have a recollection of 24 what that is referring to either way? 25 A. We have had a couple different</p>	<p style="text-align: right;">Page 72</p> <p>1 A. I did not. 2 Q. If I can bring you back to Exhibit 3 F for a moment, which I believe is on the table 4 next to you. 5 Under review of qualifications, the 6 final bullet on the second page of this 7 document -- it's the page that ends in 264. If 8 I can direct your attention down towards the 9 bottom, I'll read in summary here, and you can 10 follow along, and then confirm whether I've read 11 it right. 12 The required qualifications -- this 13 is referring to qualifications for armed 14 personnel are as follows: Holding a valid Ohio 15 concealed handgun license, completing a minimum 16 of 24 hours of response to active shooter/killer 17 training from an approved vendor, including the 18 following. And do you see that on the top of 19 the next page there are three sub-bullets 20 listing vendors? Do you see that? 21 A. Yes. 22 Q. And is one of those bullets in fact 23 the Butler County Sheriff's Office? 24 A. Yes. 25 Q. To your knowledge, does the Butler</p>
<p style="text-align: right;">Page 71</p> <p>1 discussions. I can't remember exactly what was 2 said. 3 Q. Is it important in your opinion for 4 armed civilian personnel at the school to be 5 thoroughly trained? 6 A. In my opinion, any type of training 7 should be thorough training. 8 Q. And specifically we are referring 9 to training for armed civilians in a school 10 setting. Should the training for those 11 individuals be thorough? 12 A. Any training should be thorough. 13 Q. Why do you believe that the 14 training for armed civilians in Madison schools 15 should be thorough? 16 A. I don't recall if I said that or 17 not. Any training should be thorough. If you 18 go train on something, you should have a 19 thorough training. 20 Q. Do you know how the board selected 21 the FASTER program for its training program as 22 opposed to other training vendors? 23 A. I do not. 24 Q. Did you have any role in that 25 selection?</p>	<p style="text-align: right;">Page 73</p> <p>1 County Sheriff's Office provide training in 2 response to active shooter/killers to armed 3 personnel at Madison School District? 4 A. Not that I'm aware of. 5 Q. Have you been involved in the 6 creation of any sort of training program 7 concerning response to active shooters for 8 Madison school personnel? 9 A. No, sir. 10 Q. Are you aware of any colleagues at 11 the sheriff's office working on any such 12 training? 13 A. No, sir. 14 Q. I'll represent to you that this 15 document spells out other training obligations 16 in addition to the ones that we have just 17 discussed. I just want to take a moment and 18 find out if you know anything about what they 19 mean. 20 There is a reference to -- and this 21 is on page 264. It's under the heading 22 training, and it's in the middle of the 23 paragraph. And it reads any school employee 24 authorized to possess a firearm shall be 25 provided additional training in crisis</p>

19 (Pages 70 - 73)

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<p style="text-align: right;">Page 74</p> <p>1 intervention, active shooter, management of 2 hostage situations, and other training as the 3 board or designee may determine necessary or 4 appropriate. Did I read that sentence 5 correctly? 6 A. Yes. 7 Q. Do you have any idea what training 8 is being referred to by that sentence? 9 A. No, sir. 10 Q. Have you had any role in creating 11 or providing the training that's described by 12 that sentence to Madison personnel in -- to your 13 knowledge? 14 A. No, sir. 15 Q. Have you taken any of the training 16 that's referenced in there to your knowledge? 17 A. Referenced in where? 18 Q. In the sentence I read a moment 19 ago. 20 A. We take active shooter training. 21 We take different trainings throughout the year. 22 Q. Okay. Do you know whether the 23 training you are referring to is the same 24 training that's referred to in this sentence or 25 not?</p>	<p style="text-align: right;">Page 76</p> <p>1 District's facilities? 2 A. Yes, sir. 3 Q. What is the name of that district? 4 A. Madison Township Fire Department. 5 Q. Okay. Have you ever played any 6 role in revising portions of Madison's emergency 7 management plan that relate to active shooter 8 response? 9 A. Not that I recall. 10 Q. And have you had any role in 11 revising Madison's emergency management plan 12 with respect to any part of it that deals 13 specifically with armed teachers to your 14 knowledge? 15 A. Not that I recall. 16 Q. Do you know what the term NEOLA, 17 N E O L A, NEOLA policies refers to? 18 A. No, sir. 19 Q. Do you have any role in revising 20 the Board of Education's policies to your 21 knowledge? 22 A. No, sir. 23 Q. And specifically to revising its 24 NEOLA policies? 25 A. No, sir.</p>
<p style="text-align: right;">Page 75</p> <p>1 A. I do not. 2 Q. One other thing on 264. The final 3 sentence of the training paragraph, which reads 4 such employees must engage in proficiency 5 training with ongoing handgun practice, do you 6 see where it says that? 7 A. Yes. 8 Q. Did I read that right? Did I read 9 that accurately, sir? 10 A. Yes, sir. 11 Q. Do you have any role in 12 administering or ensuring compliance with 13 proficiency training with ongoing handgun 14 practice for armed personnel in Madison Schools? 15 A. No, sir. 16 Q. You can put this document down. 17 Thanks. Do you have any role in revising 18 Madison's emergency management plan? 19 A. The superintendent at times will 20 ask -- could ask about different emergency 21 scenarios or guidelines. With me being the fire 22 chief, I'm sometimes involved in the fire aspect 23 of the school also, so -- 24 Q. Are you the fire chief for an area 25 that encompasses the Madison Local School</p>	<p style="text-align: right;">Page 77</p> <p>1 Q. Okay. Did you have any role in 2 drafting the arm the teacher resolution that was 3 passed by the board on -- in April 2018 to your 4 knowledge? 5 A. No, sir. 6 Q. Do you play any role in reviewing 7 the qualifications of personnel who wish to 8 become authorized to carry a firearm on Madison 9 school property? 10 A. No, sir. 11 Q. Are you a member of the Board of 12 Education's security or safety committee, by 13 either of those names, that interviews 14 applicants to go armed in Madison Schools? 15 A. No, sir. 16 Q. Have you ever interviewed someone 17 in connection with their application for 18 authorization to go armed in Madison Schools? 19 A. No, sir. 20 Q. Do you have any role in revoking a 21 person's authorization to go armed in school? 22 A. Not that I'm aware of, sir. 23 Q. I'm going to ask you a couple of 24 follow-up questions on Exhibit F, if I may. 25 I'll bring you back to it for a second.</p>

20 (Pages 74 - 77)

EXHIBIT T

COURT OF COMMON PLEAS

BUTLER COUNTY, OHIO

ERIN GABBARD, et al.,

Plaintiffs,

-VS-

MADISON LOCAL SCHOOL
DISTRICT BOARD OF
EDUCATION, et al.,

Defendants.

: CASE NO. CV 2018 09 2028

JUDGE CHARLES L. PATER

— — —

DEPOSITION OF: JOHN DOE

TAKEN: By the Plaintiffs

PURSUANT TO: Subpoena

DATE: January 12, 2019

TIME: Commencing at 10:50 a.m.

PLACE: Frost Brown Todd LLC
9277 Centre Pointe Drive
Suite 300
West Chester, Ohio 45069-4866

REPORTER: IRENE D. DONNER, RPR-RMR
Notary Public-State of Ohio

— — —

DONNER REPORTING
1921 Harrowgate Hill Lane, Fairfield, OH 45014
idonner@fuse.net

DONNER REPORTING
(513) 829-5099

<p>17</p> <p>1 to carry a firearm, you received both the authorization</p> <p>2 letter and a Confidentiality Agreement that you had to</p> <p>3 sign, correct?</p> <p>4 A Yes.</p> <p>5 Q Are these the only documents that you</p> <p>6 received?</p> <p>7 A I believe so, yes.</p> <p>8 Q Do you recall receiving any additional</p> <p>9 documents in connection with the authorization?</p> <p>10 A Not that I recall.</p> <p>11 Q Other than the documentation that you</p> <p>12 have in front of you right now, which are Exhibit C and</p> <p>13 Exhibit S, did you receive any instruction from any</p> <p>14 administration member about your role as an authorized</p> <p>15 individual?</p> <p>16 A I was verbally gone over the policies</p> <p>17 set in place by the Board.</p> <p>18 Q What policies are those?</p> <p>19 A The policies about, you know, for</p> <p>20 example, having the gun on myself at all times,</p> <p>21 Confidentiality Agreements, things like that, yes.</p> <p>22 Q Were these policies in fact the</p> <p>23 Firearms Authorization Policy?</p> <p>24 A Correct.</p> <p>25 Q You mentioned one of the policies that</p>	<p>19</p> <p>1 A No.</p> <p>2 Q Have any of your students indicated</p> <p>3 concern about teachers carrying firearms?</p> <p>4 A No.</p> <p>5 Q I believe that a little earlier you</p> <p>6 testified that you received some verbal instruction</p> <p>7 from the administration concerning your authorization</p> <p>8 to carry a firearm?</p> <p>9 A Yes.</p> <p>10 Q Do you remember who you received that</p> <p>11 instruction from?</p> <p>12 A If my memory serves me correctly, it</p> <p>13 was when I sat down with Dr. Tuttle-Huff and signed the</p> <p>14 paperwork.</p> <p>15 Q Was any other member of the</p> <p>16 administration present then?</p> <p>17 A Rich was, our treasurer.</p> <p>18 Q And that is Rich Natiello?</p> <p>19 A Yes.</p> <p>20 Q Was any other member of the</p> <p>21 administration present?</p> <p>22 A No.</p> <p>23 Q Were any other staff present?</p> <p>24 A No.</p> <p>25 Q Was any member of the Board present?</p>
<p>18</p> <p>1 you were verbally made aware of was having a gun on</p> <p>2 yourself at all times?</p> <p>3 A Correct.</p> <p>4 Q So when you do bring the firearm onto</p> <p>5 campus -- Well, strike that.</p> <p>6 Do you in fact bring a firearm onto</p> <p>7 campus?</p> <p>8 A What I said earlier, to kind of</p> <p>9 correct, I meant like if I do carry. We're not</p> <p>10 required to have it on us all the time. But I meant if</p> <p>11 we do have it, it never leaves our person is what I</p> <p>12 guess I meant to say. [REDACTED]</p> <p>13 [REDACTED].</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 Q You don't store it anywhere on Madison</p> <p>18 property?</p> <p>19 A No, absolutely not.</p> <p>20 Q At any point have any of your students</p> <p>21 approached you about the firearms -- Strike that.</p> <p>22 At any point have any of your students</p> <p>23 approached you and asked you whether you are carrying a</p> <p>24 firearm?</p> <p>25 MR. CONOVER: Objection.</p>	<p>20</p> <p>1 A No.</p> <p>2 Q And in that meeting where you signed</p> <p>3 the paperwork with -- Strike that.</p> <p>4 In that meeting where you signed the</p> <p>5 paperwork with Dr. Tuttle-Huff, is that when she gave</p> <p>6 you the authorization letter?</p> <p>7 A Yes.</p> <p>8 Q You testified earlier that part of the</p> <p>9 verbal instruction that you received was that you had</p> <p>10 to have the gun on your person at all times when you</p> <p>11 have it at Madison; is that correct?</p> <p>12 A Correct, yes.</p> <p>13 Q Did you receive any other verbal</p> <p>14 instructions about your role as an authorized person</p> <p>15 carrying a firearm?</p> <p>16 A Yes. So what we were instructed is we</p> <p>17 are to basically, in the case of an active shooter</p> <p>18 situation, we're supposed to lockdown our rooms and</p> <p>19 just protect that area.</p> <p>20 Q When you say "protect that area," what</p> <p>21 do you mean?</p> <p>22 A Like the classroom that I'm in, make</p> <p>23 sure the kids are locked down, out of harm's way, lock</p> <p>24 the door, and then just cover the door and make sure no</p> <p>25 murderers or active shooters can get through.</p>

<p>1 Q And when did you receive that verbal 21 2 instruction? 3 A It would have been the same day that I 4 signed the Confidentiality -- before I signed that. 5 Q As part of becoming authorized to 6 carry a firearm, you took a FASTER class; is that 7 correct? 8 A Yes. 9 Q And you had to pass that FASTER class 10 to actually be authorized; is that correct? 11 A Yes. 12 MS. LEFKOWITZ: I'm going to enter 13 into the record Exhibit Z. Would you mark that 14 as Exhibit Z? 15 MR. CONOVER: Just one page? 16 MS. LEFKOWITZ: Yes. 17 (Thereupon, Exhibit Z was marked for 18 identification.) 19 BY MS. LEFKOWITZ: 20 Q Sir, could you tell me what you're 21 looking at? 22 A This is a certificate that I received 23 for passing the FASTER training. 24 Q The name on it is blocked out, 25 correct?</p>	<p>1 this certificate on June 24, 2018? 23 2 A Correct. 3 MS. LEFKOWITZ: Okay. Now you can put 4 it aside. I'm going to introduce Exhibit AA. 5 (Thereupon, Exhibit AA was marked for 6 identification.) 7 Q Let me know when you have had a chance 8 to look at that document. 9 A I know what it is, I'm good. 10 Q What is this document? 11 A This was the qualification sheet that 12 was in conjunction with the FASTER training. 13 Q Okay. And this is in fact your 14 qualification sheet? 15 A Yes, correct. 16 Q So it looks like you got a perfect 17 score on it; is that correct? 18 A Correct, yes. 19 Q What's the date? 20 A It is 7/11/18. 21 Q So this qualification is dated after 22 you received the certificate of completing the FASTER 23 training course, correct? 24 A Correct. 25 Q And why is that?</p>
<p>1 A Correct. 22 2 Q So sitting here today, you can't see 3 that it's in your name, correct? 4 A Correct. 5 Q But for the record, I'll represent to 6 you that this does -- this is the certificate for John 7 Doe Number [REDACTED] 8 A Okay. 9 Q And what date was this awarded to you? 10 A June -- I'm sorry, the 24th of June, 11 2018. 12 Q That's when you took the actual 13 training, correct? 14 A Yes, it was that week. 15 Q You can put that aside. I'm going to 16 introduce -- Actually, before I move on, can you go 17 back to the certificate? 18 A Uh-hum. 19 Q Do you recall when you received this 20 certificate? 21 A This certificate right here, it would 22 have been the 24th. 23 Q Of June? 24 A Of June, yes. 25 Q So to clarify, you would have received</p>	<p>1 A This certificate (indicating) shows 24 2 that I took the class. This is when I qualified 3 (indicating). 4 Q What do you mean when you say 5 "qualified"? 6 A When I was able to pass their rigorous 7 standards for their -- What's the word I'm looking for? 8 Their standards to pass the class is you have to have, 9 I think, 26 out of 28 rounds placed. I had the perfect 10 score of 28 out of 28. 11 Q You're talking about the rigorous 12 standards for target shooting; is that correct? 13 A Yes. 14 Q So you received the certificate that I 15 handed to you earlier before you passed the target 16 shooting test; is that correct? 17 MR. CONOVER: Objection. 18 A Correct. 19 Q Why did you take the actual test, the 20 target shooting test at a later date? 21 A Their standards are actually tougher 22 than the actual police academy standards, and the first 23 time I was off by one shot. And I would say the reason 24 why, it was about a hundred degrees that day, I was 25 dehydrated, had been there all day, and I was a little</p>

<p>1 overconfident in my skills and I went through the</p> <p>2 course too fast. And that's what the trainers told me,</p> <p>3 if you slowed down, you would have done it. Because</p> <p>4 they actually told me that I was one of the better</p> <p>5 shooters the whole week there. So I went to the range</p> <p>6 a couple times, practiced, and then came back and had a</p> <p>7 perfect score.</p> <p>8 Q I've never fired a gun, so I have no</p> <p>9 idea how hard it is or anything along those lines. I'm</p> <p>10 just basically trying to figure out the timing of when</p> <p>11 everything occurred.</p> <p>12 A Okay.</p> <p>13 Q On the day that you received the</p> <p>14 certificate from FASTER, the one that I showed you</p> <p>15 earlier --</p> <p>16 A Yes.</p> <p>17 Q -- how many times did you attempt to</p> <p>18 pass that handgun qualification test?</p> <p>19 A The first time?</p> <p>20 Q Exactly.</p> <p>21 A You're only allowed two attempts, and</p> <p>22 both attempts I only missed by one.</p> <p>23 Q So you can put that aside. I want to</p> <p>24 come back to the FASTER training in a little bit, but</p> <p>25 I'd like to take a step back a little bit. Why did you</p>	<p>1 A Yes.</p> <p>2 Q After that shooting on February 29,</p> <p>3 2016, did you inquire about -- Strike that.</p> <p>4 After the February 29, 2016 shooting,</p> <p>5 did you do any research about potentially carrying a</p> <p>6 firearm in the classroom?</p> <p>7 A No, not personally. I figured that</p> <p>8 would be a District decision. I mean, I always thought</p> <p>9 it would be a good thing for teachers to get training,</p> <p>10 but I never actually, like, researched or approached</p> <p>11 anybody about that.</p> <p>12 Q Had you ever heard of the FASTER</p> <p>13 training before you attended it?</p> <p>14 A No, I had not.</p> <p>15 Q I assume you're aware that back in</p> <p>16 2018 there were a few school shootings in the country.</p> <p>17 Are you aware of that?</p> <p>18 A Yes.</p> <p>19 Q One of the shootings, of course, was</p> <p>20 in Parkland, Florida in 2018; do you remember that?</p> <p>21 A Yes.</p> <p>22 Q Did that shooting in any way influence</p> <p>23 your decision to become authorized to carry a firearm?</p> <p>24 MR. CONOVER: Objection.</p> <p>25 A I feel not just that, but just the</p>
<p>1 want to be able to carry a firearm at Madison?</p> <p>2 A Good question. So it all started for</p> <p>3 me when a few years ago we actually had the active</p> <p>4 shooter in our building, and I can remember locking the</p> <p>5 kids down in the room. I actually had a substitute</p> <p>6 teacher in the room with me as well and had the kids</p> <p>7 locked down, door locked. And this was even before we</p> <p>8 had ALICE training or anything like that.</p> <p>9 And I can remember thinking to myself,</p> <p>10 you know, here I am, the only thing standing between</p> <p>11 these kids, and I really just had a textbook in my</p> <p>12 hands. And I just was, like, this is not a fair fight.</p> <p>13 And my Christian faith, I know I'm ready to die, I'm</p> <p>14 confident in myself. But all I could think of was that</p> <p>15 I have 25 other lives behind me and what am I supposed</p> <p>16 to do with a book? And that's when I started thinking</p> <p>17 that I would love, if ever the laws changed, at that</p> <p>18 point that I would be interested in carrying in the</p> <p>19 classroom.</p> <p>20 Q And I just want to clarify, when you</p> <p>21 refer to the shooting that occurred at the school, that</p> <p>22 was the shooting that happened on February 29, 2016?</p> <p>23 A Yes.</p> <p>24 Q It sounds like you feel responsible</p> <p>25 for the kids in your classroom?</p>	<p>1 pattern of shootings in our country, I feel like the</p> <p>2 world is just slowly getting worse and worse. And</p> <p>3 whether it's mental illness or violent video games,</p> <p>4 movies, I don't know, but it is a problem and I don't</p> <p>5 see the problem going away. So I think it's just been</p> <p>6 a slow, continual just worsening of the situation. And</p> <p>7 that's really what has got me thinking, not one</p> <p>8 particular shooting.</p> <p>9 Q And you want to be in a position that</p> <p>10 you can defend the students that are in your classroom;</p> <p>11 is that correct?</p> <p>12 MR. CONOVER: Objection.</p> <p>13 A Right.</p> <p>14 Q Because you're worried about their</p> <p>15 safety; is that correct?</p> <p>16 MR. CONOVER: Objection.</p> <p>17 A Correct.</p> <p>18 Q Have you ever been interested in</p> <p>19 joining the law enforcement profession?</p> <p>20 A No.</p> <p>21 MR. CONOVER: Objection.</p> <p>22 Q You have always wanted to be a</p> <p>23 teacher?</p> <p>24 A Correct.</p> <p>25 Q But you just want to make sure that</p>

<p style="text-align: right;">41</p> <p>1 in that case, they can get up close and then stop the</p> <p>2 shooter.</p> <p>3 Q When you say "they can get up close,"</p> <p>4 you mean the person who was acting as armed personnel?</p> <p>5 A Yes, correct.</p> <p>6 Q And, again, I just want to make sure I</p> <p>7 understand all the details correctly. So the</p> <p>8 simulation is occurring in a field?</p> <p>9 A Yes, that one was outside in the</p> <p>10 field, yes.</p> <p>11 Q And I imagine there's a lot of people</p> <p>12 in this simulation?</p> <p>13 A Yes.</p> <p>14 Q You have people who are part of the</p> <p>15 football team?</p> <p>16 A Yes.</p> <p>17 Q And people who are in the audience?</p> <p>18 A Yes.</p> <p>19 Q And then you have one shooter?</p> <p>20 A Correct, yes.</p> <p>21 Q And you have one armed staff?</p> <p>22 A Yes, in that scenario we did. And can</p> <p>23 I say something else? And there was also some</p> <p>24 individual that -- In each scenario there is also</p> <p>25 individuals as wounded. And then they would actually,</p>	<p style="text-align: right;">43</p> <p>1 comes into the crowd at some point; is that correct?</p> <p>2 A Yes.</p> <p>3 Q And starts shooting?</p> <p>4 A Yes.</p> <p>5 Q And where is the armed personnel at</p> <p>6 that point?</p> <p>7 A For that particular situation, they</p> <p>8 were just like -- So we're in a field, but there was</p> <p>9 also like a hallway like structure built, so they</p> <p>10 couldn't see what was going on. They were just kind of</p> <p>11 walking and turned the corner when it happened.</p> <p>12 Q And then what did they do from there</p> <p>13 on?</p> <p>14 A From there on, as people are</p> <p>15 scattering, they identify the shooter and then they</p> <p>16 took them down.</p> <p>17 Q So is it fair to say that they</p> <p>18 approached the shooter?</p> <p>19 MR. CONOVER: Objection.</p> <p>20 A Well, in that scenario, I don't see</p> <p>21 how -- It's not like it's that type of classroom</p> <p>22 setting where they had particular students with them at</p> <p>23 that time. In that situation, as a human being, I</p> <p>24 don't understand why you wouldn't want to stop that</p> <p>25 from happening. But that's not, obviously, what we've</p>
<p style="text-align: right;">42</p> <p>1 after the shooter was stopped, then the first-aid</p> <p>2 section of the training kind of went in of the</p> <p>3 simulation.</p> <p>4 Q Great. And did you actually have that</p> <p>5 kind of first-aid portion of the simulation at every</p> <p>6 scenario?</p> <p>7 A So the first couple scenarios, they</p> <p>8 did not. And then like the second half of our</p> <p>9 scenarios, they all involved applying the first-aid as</p> <p>10 well.</p> <p>11 Q And what was your role in that</p> <p>12 particular simulation?</p> <p>13 A In that one, I was just audience or</p> <p>14 just a participant that was scared, running away.</p> <p>15 MR. CONOVER: Just for my purpose, are</p> <p>16 we talking about the football game scenario?</p> <p>17 There is a question between --</p> <p>18 BY MS. LEFKOWITZ:</p> <p>19 Q Yes, we are talking about the</p> <p>20 football/pep rally?</p> <p>21 A Yes.</p> <p>22 Q Do you understand that?</p> <p>23 A Yes.</p> <p>24 MR. CONOVER: Thank you.</p> <p>25 Q So in that simulation, the attacker</p>	<p style="text-align: right;">44</p> <p>1 been asked to do by the Board.</p> <p>2 Because in several of the scenarios,</p> <p>3 we were trained to hunt the bad guy. But that's not</p> <p>4 our role at Madison. Now, I know some other districts</p> <p>5 may take those roles, but that's not what we've been</p> <p>6 instructed to do at Madison, if that makes sense.</p> <p>7 MS. LEFKOWITZ: Your answer was very</p> <p>8 clear, I just don't remember my question now.</p> <p>9 So I'm going to ask the court reporter to</p> <p>10 remind me what I asked.</p> <p>11 (Thereupon, the Question was read back</p> <p>12 by the court reporter: "So is it</p> <p>13 fair to say that they approached the</p> <p>14 shooter?")</p> <p>15 BY MS. LEFKOWITZ:</p> <p>16 Q Okay. In this scenario that you just</p> <p>17 described at the football game, the armed personnel</p> <p>18 moved toward the shooter while the shooting was</p> <p>19 happening; is that correct?</p> <p>20 A Yes, correct.</p> <p>21 MR. CONOVER: Objection.</p> <p>22 Q But your testimony is that you have</p> <p>23 been instructed by your superintendent that in that</p> <p>24 situation you should not move towards the shooter?</p> <p>25 MR. CONOVER: Objection.</p>

<p>1 A Well, we talked more about in the 2 classroom. Like I personally don't attend football 3 games, but we've been told that we are just to lockdown 4 our area and secure our kids and protect them. 5 Q But I assume, even though you don't 6 attend football games, you are allowed to bring your 7 firearm to a football game; is that correct? 8 A Correct. 9 Q Is the football stadium on Madison's 10 campus? 11 A Correct. 12 Q So if, God forbid, something like 13 that, the simulation that you just described at the 14 football stadium, occurred, what would you do in that 15 situation? 16 MR. CONOVER: Objection. 17 A What would I do? 18 Q Yes. 19 A I'm at the game, I see students dying, 20 boom, dead kid, boom, dead kid, boom, dead kid. The 21 police are seven or eight minutes away. I'm not going 22 to go chase them out of the stadium, but if I am there 23 and I see it, I'm going to take action. As a human 24 being, I can't sit by and watch death. 25 Q And to clarify, when you said "take</p>	<p>1 them were acting -- well, they were students, but they 2 were also the injured role, and then there was one bad 3 guy. 4 Q Okay. And so what did you do in that 5 simulation? 6 A In that simulation, we heard the 7 gunshots in the hallway, the kids kind of scattered, 8 the person entered the room; and as soon as they 9 entered the room, that's when I drew and fired the 10 airsoft gun at the bad guy. 11 Q During that simulation, were you 12 trained to lock the door of the band room? 13 A We were told in that scenario that we 14 wouldn't have time because it just literally happened 15 that fast. 16 Q I just want to make sure the record is 17 clear. The shooting happened that fast? 18 A Yes. 19 Q So you wouldn't have time to -- 20 A In this scenario, I would not have 21 time because literally I was standing and between me 22 and the door was the students and they just kind of 23 scattered. And as soon as the shooting started, at 24 that point the gunman is already in the room. 25 Q Were there any scenarios during the</p>
<p>1 action," what's the action that you're referring to? 2 A I'm going to draw my weapon and shoot 3 the murderer. 4 Q So you have described, I believe, 5 three scenarios? 6 A Uh-hum. 7 Q Is that correct? 8 A Yes, correct. 9 Q One of those involved a suicide? 10 A Correct. 11 Q The second involved an angry parent at 12 the principal's office? 13 A Yes. 14 Q And the third one involved a football 15 game? 16 A Yes. 17 Q In any of those scenarios, were you 18 the armed personnel? 19 A Yes, I was. In my scenario, I was a 20 band director. And in my scenario, I was like doing 21 like a band concert practice and there was a shooter in 22 the hallway that entered my room basically. 23 Q And in that room where you were, you 24 had individuals who were acting as students, correct? 25 A Some were acting as students, some of</p>	<p>1 training where you were expected to lock the door and 2 hide? 3 A Not in the particular FASTER training, 4 no. 5 Q So you mentioned, I believe, that in 6 the band director scenario you were the armed staff, 7 correct? 8 A Correct. 9 Q Were there any other simulations in 10 which you were the armed staff? 11 A No. 12 Q Approximately how many simulations 13 overall did you do that weekend? 14 A Maybe eight or nine, ten-ish upper 15 range. 16 MS. LEFKOWITZ: Let's take like a 17 two-minute break. Is that okay? 18 THE WITNESS: That's fine. 19 (Deposition stood in recess.) 20 MS. LEFKOWITZ: Back on the record. 21 BY MS. LEFKOWITZ: 22 Q An active shooter situation is a 23 stressful situation; is that fair? 24 A Yeah, yes. 25 Q And if you were ever faced with an</p>

<p>49</p> <p>1 active shooter situation, you would rely on the FASTER</p> <p>2 training that you received, correct?</p> <p>3 A Yes.</p> <p>4 Q And why is that?</p> <p>5 A They stressed like breathing to calm</p> <p>6 down your stress in that stressful situation. They</p> <p>7 taught us the proper, you know, grip, trigger control</p> <p>8 to make sure our shots are a hundred percent accurate,</p> <p>9 then that would be why.</p> <p>10 Q So if you're in a stressful active</p> <p>11 shooter situation, you fall back on your training,</p> <p>12 correct?</p> <p>13 MR. CONOVER: Objection.</p> <p>14 A Yes.</p> <p>15 Q I believe you mentioned earlier in</p> <p>16 your testimony that at least some of the training that</p> <p>17 you received in FASTER involved hunting the bad guy; is</p> <p>18 that correct?</p> <p>19 MR. CONOVER: Objection.</p> <p>20 A It did; but, once again, that's not my</p> <p>21 role at Madison School District, and that's something</p> <p>22 personally that I don't want to do. Even going through</p> <p>23 the training, I remember saying that's not what I want</p> <p>24 to do.</p> <p>25 Q And I understand that, but you did</p>	<p>51</p> <p>1 Q Was there any -- Strike that.</p> <p>2 You were at FASTER training on a</p> <p>3 weekend, I assume?</p> <p>4 A It was like -- I think it was a</p> <p>5 Thursday through a Saturday, I believe.</p> <p>6 Q Okay. So during that period that you</p> <p>7 were at the FASTER training, was there any special</p> <p>8 training set aside for just Madison personnel?</p> <p>9 A No.</p> <p>10 Q All of the participants trained</p> <p>11 together; is that correct?</p> <p>12 A Yes, correct.</p> <p>13 Q So the scenario that you just</p> <p>14 mentioned involving moving down the hallways -- Strike</p> <p>15 that.</p> <p>16 The situation that you mentioned</p> <p>17 involving moving down the hallway and checking rooms,</p> <p>18 can you give me a little bit more detail on that</p> <p>19 scenario?</p> <p>20 A It wasn't so much a scenario, they</p> <p>21 just taught us how to move through a hallway, how to</p> <p>22 use doors as concealment, how to quickly check a room</p> <p>23 to make sure everything is okay.</p> <p>24 Q That's training that you received from</p> <p>25 FASTER?</p>
<p>50</p> <p>1 receive training from FASTER on how to hunt the bad</p> <p>2 guy; is that correct?</p> <p>3 A Yes.</p> <p>4 MR. CONOVER: Objection. I think he</p> <p>5 said that in his last answer.</p> <p>6 MS. LEFKOWITZ: Sorry, can you repeat</p> <p>7 his answer, the very last one?</p> <p>8 MR. CONOVER: Can you repeat the</p> <p>9 question and the answer, please?</p> <p>10 (Thereupon, the Question and Answer</p> <p>11 were read back by the court reporter.</p> <p>12 Question: "And I understand that, but</p> <p>13 you did receive training from FASTER</p> <p>14 on how to hunt the bad guy; is that</p> <p>15 correct?" Answer: "Yes.")</p> <p>16 BY MS. LEFKOWITZ:</p> <p>17 Q Are there particular simulations that</p> <p>18 you have not previously mentioned in which you were</p> <p>19 instructed on how to hunt the bad guy?</p> <p>20 MR. CONOVER: Objection.</p> <p>21 A We were taught how to like move</p> <p>22 through a hallway and like check rooms; but, once</p> <p>23 again, that does not apply to my role. I know some</p> <p>24 districts there had administrators that were wanting to</p> <p>25 take on that role.</p>	<p>52</p> <p>1 A Yes.</p> <p>2 Q And when you were looking into the</p> <p>3 rooms, part of what you were looking for was the</p> <p>4 shooter; is that correct?</p> <p>5 A Yes, in the training.</p> <p>6 (Thereupon, Exhibit W was introduced</p> <p>7 for identification.)</p> <p>8 Q I'm going to introduce a document that</p> <p>9 was previously marked as W. What is the document that</p> <p>10 I've just handed you?</p> <p>11 A "FASTER Saves Lives, a School</p> <p>12 Authorization Checklist."</p> <p>13 Q Have you ever seen this document</p> <p>14 before?</p> <p>15 A It may have been emailed to me, but I</p> <p>16 don't remember exactly.</p> <p>17 Q Okay. No problem. My next question</p> <p>18 isn't about that, so you can set it aside, actually,</p> <p>19 for a second. Did you receive any written material</p> <p>20 from FASTER while you were at the training?</p> <p>21 A Other than our like score sheet and</p> <p>22 our certificates, no.</p> <p>23 Q You didn't receive any kind of written</p> <p>24 curriculum or anything like that?</p> <p>25 A No, no.</p>

<p>61</p> <p>1 for those police to get there.</p> <p>2 Q Now, let's move onto the next bullet</p> <p>3 point. Do you see where it says "Range"?</p> <p>4 A Yes.</p> <p>5 Q Two bullet points down, do you see it</p> <p>6 says, "Drawing from the holster, concealment carry</p> <p>7 methods. Unconventional carry methods." Do you see</p> <p>8 that?</p> <p>9 A Uh-hum, yes.</p> <p>10 Q Did I read that correctly?</p> <p>11 A Yes.</p> <p>12 Q What are unconventional carry methods?</p> <p>13 A From what I remember from the class,</p> <p>14 let's see here, I think that may be referring to we</p> <p>15 learned -- Let's say a shooter comes in the room,</p> <p>16 starts shooting, and my right hand gets shot and I</p> <p>17 can't -- I'm right-handed. So, obviously, we learned</p> <p>18 how to shoot one handed, how to draw with your left</p> <p>19 hand, things like that. How to -- like for me</p> <p>20 personally, I don't carry with a round chamber just as</p> <p>21 an added safety level. How to chamber the round with</p> <p>22 one hand, things like that, I believe that's what</p> <p>23 that's referring to.</p> <p>24 Q Okay. The next bullet point down, can</p> <p>25 you read me that next sentence?</p>	<p>63</p> <p>1 Q -- you're supposed to peek out; is</p> <p>2 that the idea?</p> <p>3 A Essentially, yes.</p> <p>4 Q And in that scenario, you're walking</p> <p>5 down a hallway, you have to round a corner and look in</p> <p>6 another classroom; is that correct?</p> <p>7 A Yes.</p> <p>8 Q What are drop outs?</p> <p>9 A Where do you see that at?</p> <p>10 Q Sure. We're on the same bullet point,</p> <p>11 right after "corner rounding," it says "drop outs." I</p> <p>12 think it's a little farther up, back to "Range." One,</p> <p>13 two, three, the fourth bullet point under "Range" it</p> <p>14 starts "Tactics, corner rounding," and then "drop</p> <p>15 outs." Do you see that?</p> <p>16 A I personally don't remember what the</p> <p>17 drop outs refers to, to be honest.</p> <p>18 Q That's fair. And the next phrase</p> <p>19 after that is "setting an ambush"?</p> <p>20 A Yes.</p> <p>21 Q Can you recall what training you</p> <p>22 received on setting an ambush?</p> <p>23 A They didn't talk a lot about that. It</p> <p>24 was more of -- I believe the way they instructed was if</p> <p>25 like the bad guy comes in the room, then you're trying</p>
<p>62</p> <p>1 A "Shooting while moving, single hand</p> <p>2 shooting both dominant and non-dominant hand."</p> <p>3 Q Can you tell me what instruction you</p> <p>4 received on shooting while moving?</p> <p>5 A Oh, yes. So if a bad guy comes in the</p> <p>6 room, starts shooting, if I stand there, it's way</p> <p>7 easier to get hit. So it was more of a controlled</p> <p>8 moving, stepping aside as you're shooting, just so that</p> <p>9 you're not standing there static giving an easier</p> <p>10 target to the bad guy.</p> <p>11 Q Thank you. Now let's go down to the</p> <p>12 next bullet point.</p> <p>13 A Okay.</p> <p>14 Q That says, "Tactics, corner rounding,</p> <p>15 drop outs, and setting an ambush," correct?</p> <p>16 A Yes.</p> <p>17 Q What is "corner rounding"?</p> <p>18 A I think that has to do with when we</p> <p>19 learned how -- like when they were showing us clearing</p> <p>20 a room, how to like turn a corner and using the corner</p> <p>21 as a concealment. But, once again, I said that's not</p> <p>22 what our District was wanting us to do.</p> <p>23 Q So you're turning a corner and instead</p> <p>24 of putting your whole body out --</p> <p>25 A Correct.</p>	<p>64</p> <p>1 to get to like an opposite corner. So they're coming</p> <p>2 in, they don't like see you, I believe is what it</p> <p>3 meant. But I don't remember a lot about that training</p> <p>4 either.</p> <p>5 Q Do you see the next bullet point? It</p> <p>6 says, "Decision making skills with roped firearms." Do</p> <p>7 you see that?</p> <p>8 A Yes.</p> <p>9 Q Do you know what a roped firearm is?</p> <p>10 A Yes. So essentially that was like</p> <p>11 when we were on the range training, you would take the</p> <p>12 clip out of the gun, open it up, and you would take a</p> <p>13 rope, stick it through, so that way there was no way --</p> <p>14 It was basically making it a dummy gun essentially to</p> <p>15 practice with.</p> <p>16 Q Okay. Got it, got it.</p> <p>17 THE COURT REPORTER: Did you say dummy</p> <p>18 gun?</p> <p>19 A Dummy gun. I mean, it's not a dummy</p> <p>20 gun, but it's just a rope that goes in, so that there's</p> <p>21 no way that a bullet could go in there.</p> <p>22 Q I'm going to move two bullet points</p> <p>23 down to where it says "People handling skills, weapon</p> <p>24 retention in hand and in holster." Do you see that?</p> <p>25 A Say that one more time, what am I</p>

EXHIBIT U

COURT OF COMMON PLEAS

BUTLER COUNTY, OHIO

ERIN GABBARD, et al.,

Plaintiffs,

-vs-

MADISON LOCAL SCHOOL
DISTRICT BOARD OF
EDUCATION, et al.,

Defendants.

CASE NO. CV 2018 09 2028

JUDGE CHARLES L. PATER

- - -

DEPOSITION OF: JOHN DOE

TAKEN: By the Plaintiffs

PURSUANT TO: Subpoena

DATE: January 12, 2019

TIME: Commencing at 12:45 p.m.

PLACE: Frost Brown Todd LLC
9277 Centre Pointe Drive
Suite 300
West Chester, Ohio 45069-4866REPORTER: IRENE D. DONNER, RPR-RMR
Notary Public-State of Ohio

- - -

DONNER REPORTING
1921 Harrowgate Hill Lane, Fairfield, OH 45014
idonner@fuse.netDONNER REPORTING
(513) 829-5099

<p>1 A As I said before, how to improve 2 handling of weapons. 3 Q After you had reviewed these books and 4 other media, what happened next in terms of becoming 5 authorized? 6 A I began training, I went to the 7 training. 8 Q And the training you're referring to 9 specifically is FASTER training? 10 A Yes. 11 Q How did you become enrolled in FASTER 12 training? 13 A I believe the Board of Education 14 enrolled me into the training. 15 Q Okay. Prior to enrolling in the 16 FASTER training, did you have any conversations with 17 either the Board or the superintendent or any other 18 member of the administration at Madison concerning 19 becoming an armed teacher? 20 A No. 21 Q To your recollection, it was solely 22 the one phone call with David French? 23 A Yes. 24 Q When did you take FASTER training? 25 A June of 2018.</p>	<p>1 A Correct. 2 Q You're a member at a range somewhere, 3 I assume; is that correct? 4 A I am. 5 Q So this was target practice conducted 6 on your own at this range or was it something else? 7 A Yes. 8 Q Specifically, it was target practice 9 at this range? 10 A Correct. 11 Q Any other training that you have done 12 on your own? 13 A No. 14 Q Had you done any training on your own 15 before you took the FASTER program? 16 A Not really. 17 Q So you mentioned a number of 18 processes, like I believe you mentioned a drug 19 screening, a mental health exam I think you may have 20 mentioned. And once you obtained or completed those 21 processes, what happened next with respect to 22 authorization? 23 A We were interviewed by the Board. 24 Q And I believe you used the word "we." 25 Is that what I heard, or did you say "I"?</p>
<p>1 Q And that's when you completed it as 2 well? 3 A Yes. 4 Q Did you successfully complete it? 5 A Yes. 6 Q Did you earn a certification of 7 completion for it? 8 A Yes. 9 Q After you had taken the FASTER 10 training, what was the next step to becoming an armed 11 staff member? 12 A I had to complete a psychological 13 evaluation, a drug screening, we always have background 14 checks, and I continued training. 15 Q You're referring to training conducted 16 on your own? 17 A Uh-hum. 18 Q Or in some sort of structured setting? 19 A Yes, on my own. 20 Q I'm sorry, your answer was? 21 A On my own. 22 Q So what sort of training were you 23 doing on your own? 24 A Mastering shot placement. 25 Q And this is using a handgun?</p>	<p>1 A Individually we were interviewed, each 2 of us were interviewed by the Board individually. 3 Q You personally were interviewed by the 4 Board? 5 A Yes. 6 Q And who was present at your interview 7 in total? 8 A Dr. Jennewine, Mr. Robinson, and 9 Dr. Tuttle-Huff, who was not the superintendent while 10 the training was taking place. We hired her 11 afterwards. I think we hired her in July. 12 Q Okay. And this interview in your case 13 took place when, if you know? 14 A I believe it was in mid August. 15 Q Was Dr. Tuttle-Huff the superintendent 16 by then? 17 A Yes. 18 Q How many interviews did you conduct 19 with the Board, superintendent, or any combination of 20 them? 21 A I believe just the one. 22 Q And you mentioned "we." Was that a 23 reference to the other armed staff persons at Madison? 24 A Yes. 25 Q How do you know that they took -- or</p>

<p>25</p> <p>1 why do you believe that they were also interviewed by 2 the Board?</p> <p>3 A I think that that was the process that 4 we were in. I assumed that because we were all doing 5 the same thing, that that was the process that each of 6 us would have.</p> <p>7 Q Did you see them or hear them being 8 interviewed?</p> <p>9 A I didn't.</p> <p>10 Q Were you present at the interviews?</p> <p>11 A No.</p> <p>12 Q Did you discuss with them the fact 13 that they had been interviewed by the Board?</p> <p>14 A No.</p> <p>15 Q How did you know to attend this 16 interview?</p> <p>17 A I was called to meet with the Board 18 members.</p> <p>19 Q Specifically, was it a phone call?</p> <p>20 A Uh-hum.</p> <p>21 Q Did you receive any email about it?</p> <p>22 A No.</p> <p>23 Q What took place at this interview?</p> <p>24 A To the best of my memory, a briefing 25 on our policy of how we were going to carry, the basic</p>	<p>27</p> <p>1 (Off-the-record discussion.)</p> <p>2 (Thereupon, Exhibit S was introduced 3 for the record.)</p> <p>4 BY MR. MILLER:</p> <p>5 Q Okay. Back on the record, please.</p> <p>6 Sir, I'd like to show you a document that was 7 previously marked as Exhibit S. Could you grab ahold 8 of that? Okay. Now, I don't need you to review the 9 entirety of this document. I want to direct you first, 10 do you see the little numbers in the bottom right-hand 11 corner, like a six-digit number?</p> <p>12 A Uh-hum.</p> <p>13 Q So I'm going to be referring to the 14 pages by that number. If you would please turn to 15 Page 307, and then also to Page 309. If you would take 16 a look at both of those pages? Do you recognize the 17 handwriting, a limited snippet of it, and the date on 18 either of those two pages?</p> <p>19 A 309?</p> <p>20 Q Yes. Do you believe that Page 309 21 bears your handwriting?</p> <p>22 A I believe.</p> <p>23 Q Do you recall signing this document on 24 the date shown?</p> <p>25 A I believe I was given this paper. I</p>
<p>26</p> <p>1 expectations.</p> <p>2 Q Did you review any documents or were 3 you given any documents during that interview?</p> <p>4 A I believe we were given one, either at 5 that interview -- I think we had the interview and I 6 think we were called back to get a paper that we had to 7 sign, a Confidentiality Agreement.</p> <p>8 Q Do you remember reviewing any sort of 9 policy document laying out the terms under which you 10 would be authorized to carry?</p> <p>11 A I believe we were briefed on it, yeah. 12 I didn't read it. You know, I think I have a copy of 13 it, but we weren't -- We didn't read it and it wasn't 14 like you read this and make sure, it wasn't -- We were 15 briefed on it.</p> <p>16 Q To be clear, were you handed a copy of 17 any document at this interview for you to review?</p> <p>18 A I don't think it was at the interview, 19 I believe we got the copy later. I think we got the 20 copy a couple days later and we were informed to not -- 21 We weren't allowed to carry until we had signed the 22 paper.</p> <p>23 Q Okay. I'm going to show you a 24 document. Could we go off the record for just a 25 moment?</p>	<p>28</p> <p>1 don't know if I have a copy of this.</p> <p>2 Q You had referred in testimony a moment 3 ago to a Confidentiality Agreement. Do you believe 4 that you have signed this Confidentiality Agreement 5 shown on Page 309, whether it is this specific one or a 6 different copy of the same Confidentiality Agreement?</p> <p>7 A I believe I signed a Confidentiality 8 Agreement.</p> <p>9 Q And you believe this is a version of 10 the Confidentiality Agreement that you signed?</p> <p>11 A Yes.</p> <p>12 Q And you believe that this Page 309 in 13 fact bears your signature under the redaction? I know 14 it's hard to tell with the redaction.</p> <p>15 A You're asking me to say if that's my 16 signature that's blacked out?</p> <p>17 Q In part, that's right. Do you 18 recognize your handwriting and the date?</p> <p>19 A Those look like my numbers.</p> <p>20 Q Okay. I think that will do. Aside 21 from the Confidentiality Agreement, which we just 22 looked at, we don't need to have it in front of us, 23 aside from this Confidentiality Agreement that's marked 24 as Exhibit S, do you think you have received any other 25 written document from the Board relating to being an</p>

<p>29</p> <p>1 armed teacher?</p> <p>2 A I feel like I have a document in a</p> <p>3 place at my home that is not that document, so I feel</p> <p>4 like, yes, I think I do have another document.</p> <p>5 Q Okay. I'm just going to try to close</p> <p>6 a loop here on what documents you think you've got as</p> <p>7 part of this process.</p> <p>8 A All right.</p> <p>9 (Thereupon, Exhibit C was introduced</p> <p>10 for the record.)</p> <p>11 Q I'm going to show you an exhibit</p> <p>12 that's been marked as Exhibit C, as in Charlie. You'll</p> <p>13 see that C, as in Charlie, is in fact three near</p> <p>14 identical letters. And I'm wondering if you have</p> <p>15 received a copy of one of the letters --</p> <p>16 A Yes.</p> <p>17 Q -- that's part of Exhibit C?</p> <p>18 A Yes.</p> <p>19 Q How do you know that?</p> <p>20 A This is the one that I recognize. I</p> <p>21 believe that I have a copy of this (indicating) and</p> <p>22 maybe not that (indicating).</p> <p>23 Q Okay. And by "this," you mean the</p> <p>24 letter that's Exhibit C --</p> <p>25 A Yes.</p>	<p>31</p> <p>1 A The weapon must be on our person at</p> <p>2 all times, must be concealed, our role was not to</p> <p>3 pursue, we were to secure our immediate area.</p> <p>4 Q Did they give you any other guidance</p> <p>5 on being an armed staff person?</p> <p>6 A I don't think so.</p> <p>7 Q Did they explain anything about the</p> <p>8 types of ammunition that are permitted?</p> <p>9 A In the document, it states we have to</p> <p>10 use hollow point, which most educated people would use</p> <p>11 hollow point in any situation where you don't want</p> <p>12 collateral damage.</p> <p>13 Q The purpose of hollow point ammunition</p> <p>14 is to avoid collateral damage?</p> <p>15 A Correct.</p> <p>16 MR. CONOVER: Objection.</p> <p>17 Q From something like a ricochet?</p> <p>18 MR. CONOVER: Objection.</p> <p>19 A Well, target rounds overpenetrate. So</p> <p>20 a hollow point, the target absorbs all of the energy.</p> <p>21 Q You don't use jacketed ammunition?</p> <p>22 A No.</p> <p>23 Q Did the Board explain why your role is</p> <p>24 not to pursue?</p> <p>25 A No.</p>
<p>30</p> <p>1 Q -- as the document that you think you</p> <p>2 have a copy of?</p> <p>3 A I believe so.</p> <p>4 Q And is the "that," which you do not</p> <p>5 believe you have retained a copy of, you think that is</p> <p>6 Exhibit S?</p> <p>7 A Yes, sir.</p> <p>8 Q Okay. So aside from Exhibit C and</p> <p>9 Exhibit S, have you received or reviewed or been asked</p> <p>10 to review any other form of written policy, guidance,</p> <p>11 or other document that concerns your role as an armed</p> <p>12 teacher?</p> <p>13 MR. CONOVER: Objection.</p> <p>14 A No.</p> <p>15 Q Have you ever reviewed a document</p> <p>16 called the Madison Local School District Firearm</p> <p>17 Authorization Policy, to your knowledge?</p> <p>18 A I don't think so.</p> <p>19 Q Have you ever been given a copy of any</p> <p>20 document by that name?</p> <p>21 A I don't believe so.</p> <p>22 Q When the Board gave you this briefing</p> <p>23 on its policy during the interview you made reference</p> <p>24 to a little while back, I wonder if you can describe</p> <p>25 that briefing in any greater detail?</p>	<p>32</p> <p>1 Q Did they explain why they wanted you</p> <p>2 to carry the weapon on your person at all times?</p> <p>3 A No.</p> <p>4 Q And to clarify, I mean when you choose</p> <p>5 to carry, did they explain why you're not permitted to</p> <p>6 carry in any other fashion than with the weapon on your</p> <p>7 person?</p> <p>8 A No.</p> <p>9 Q Did they explain why they require the</p> <p>10 weapon concealed at all times?</p> <p>11 A No.</p> <p>12 Q What are the consequences of not</p> <p>13 following that guideline, in your view?</p> <p>14 MR. CONOVER: Objection.</p> <p>15 A The consequences of not following</p> <p>16 which guideline?</p> <p>17 Q Any of those guidelines.</p> <p>18 A Hollow points, for example?</p> <p>19 Q Yes.</p> <p>20 A Oh, wow, you know, if you were to</p> <p>21 shoot a person with non hollow point, you could end up</p> <p>22 not only not stopping your threat, but you could injure</p> <p>23 somebody behind that threat. If a person knows that</p> <p>24 you are carrying a weapon and they wanted to do bad</p> <p>25 things to our school, they're going to take out those</p>

33

1 people first, just like they would take out our
2 resource officers first.

3 Q Let me try to clarify my question.
4 You mentioned the Board briefing you on certain aspects
5 of the District's policy, including carrying a weapon
6 on your person, carrying concealed, and on your role
7 not to pursue an attacker. Is that what you had
8 previously described?

9 A Yes.

10 Q What is your understanding of what
11 consequences will come to you, if any, for not
12 following that policy?

13 MR. CONOVER: Objection.

14 A I don't know of any consequences to
15 me. I feel as if I'm going to have to do what I think
16 is right and suffer the consequences.

17 Q You're not aware of any consequences
18 for violating one of these policy instructions?

19 A I'm not.

20 MR. CONOVER: Objection.

21 Q The Board didn't set out any
22 consequences to you?

23 A Not that I'm aware of.

24 MR. CONOVER: Objection.

25 Q How do you know -- I believe you

34

1 mentioned a second ago that you would do what you think
2 is right; is that what you said?

3 A Yes.

4 Q What did you mean by that?

5 MR. CONOVER: Objection.

6 A I'm going to fall back on my training
7 and do what I think needs to be done because you're not
8 going to have time to think about, well, what if I'm
9 going to get in trouble because they're going to know I
10 have a weapon on me. At some point when the poop hits
11 the fan, people are going to know.

12 Q People are going to know what? I'm
13 sorry.

14 A If there's an armed shooter that comes
15 into [REDACTED], I'm going to have to end that
16 threat, at which time they'll know that now I'm an
17 armed staff.

18 Q Sure.

19 A The consequences of that are really
20 not of my concern.

21 Q I understand you're referring
22 specifically to the consequences of revealing your
23 identity as an armed staff person; is that right?

24 A Yes.

25 Q Okay. What about the consequences of

35

1 not obeying the Board's instruction not to pursue an
2 attacker? Were any consequences for violation of that
3 instruction described to you?

4 A No.

5 MR. CONOVER: Objection.

6 Q When you said -- When you testified
7 that you might do what had to be done, does that
8 include the possibility of engaging an attacker?

9 A Yes.

10 Q And using your firearm to shoot that
11 attacker?

12 A Yes.

13 Q Does it include the possibility of
14 leaving [REDACTED] to engage that attacker?

15 MR. CONOVER: Objection.

16 A Could you repeat that question,
17 please?

18 MR. MILLER: Could you read it back,
19 please?

20 (Thereupon, the Question was read back
21 by the court reporter: "Does it
22 include the possibility of leaving
23 [REDACTED] to engage that
24 attacker?")

25 A My Number 1 job would be to secure [REDACTED]

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1 [REDACTED]. If the shooter were visible in 30 feet
2 away, it would include that possibility.

3 Q If you felt like you could engage the
4 attacker under the circumstances, you could see a
5 situation in which you would leave [REDACTED] to do
6 so?

7 MR. CONOVER: Objection.

8 Q Is that what you're saying?

9 MR. CONOVER: Objection.

10 A If I could see the shooter within 30
11 or 40 feet down my hallway, not around the hallway, I'm
12 not to go find the shooter; if I have already seen him,
13 then I would engage.

14 Q Would you pursue the attacker in that
15 circumstance?

16 A No.

17 Q But you would engage?

18 A If he were within 30 or 40 feet,
19 taking attack position into a classroom, I would.

20 Q If he went into another classroom,
21 would you continue to engage him?

22 MR. CONOVER: Objection.

23 A Within 30 or 40 feet, yes.

24 Q Even if that meant yourself moving to
25 that other classroom to engage him?

<p>1 A Yes. 37</p> <p>2 Q And is that because you have in fact</p> <p>3 been trained to do that?</p> <p>4 MR. CONOVER: Objection.</p> <p>5 A I have been trained to do that and it</p> <p>6 is, in my opinion, if I am the best option to end that</p> <p>7 threat, that's what needs to be done.</p> <p>8 Q In a situation like this, how will you</p> <p>9 know -- Strike that.</p> <p>10 In a situation like this, what role</p> <p>11 will your training play?</p> <p>12 MR. CONOVER: Objection.</p> <p>13 A Well, there's a lot of aspects to</p> <p>14 training, so the role of my training would be to, one,</p> <p>15 have and be able to use a weapon and place rounds in</p> <p>16 the mid torso of an active killer and end the threat.</p> <p>17 Q Okay. I believe you may have referred</p> <p>18 to falling back on your training in earlier testimony,</p> <p>19 and I wanted to follow up on that statement. What did</p> <p>20 you mean by falling back on your training?</p> <p>21 MR. CONOVER: Objection.</p> <p>22 A Sometimes people think that they're</p> <p>23 going to -- they don't know what they'll do in a</p> <p>24 situation, they're going to rise up to something that</p> <p>25 you never train to do. People who have never shot a</p>	<p>1 referring specifically to an active shooter situation, 39</p> <p>2 and you have mentioned the role that you believe your</p> <p>3 training would play in how you respond. I'm wondering</p> <p>4 if there is anything else that you think would impact</p> <p>5 how you respond in that situation?</p> <p>6 A A person who doesn't have the training</p> <p>7 might still try to save lives. You might still try to</p> <p>8 end the threat. It might cost you your life, if that</p> <p>9 answers your question. I have a better tool to stop</p> <p>10 the threat than someone who doesn't have a weapon.</p> <p>11 Q And when you say "to stop the threat,"</p> <p>12 is that what you understand the FASTER training to have</p> <p>13 equipped you to do?</p> <p>14 A Yes.</p> <p>15 Q Let's discuss the FASTER training for</p> <p>16 a little bit in depth. Can you give me an overview of</p> <p>17 the FASTER training and -- Let me ask the question this</p> <p>18 way: Is the FASTER training broken down into any sort</p> <p>19 of sections or segments?</p> <p>20 MR. CONOVER: Objection.</p> <p>21 A There are different aspects of it</p> <p>22 that are -- it's very fast paced. Maybe the first few</p> <p>23 hours you're briefed on some examples of school</p> <p>24 shootings and why it's important to have armed staff.</p> <p>25 Students have been shot and bled out because EMT won't</p>
<p>1 weapon before might maybe freak out a little bit, 38</p> <p>2 they've never heard rounds go off.</p> <p>3 And being trained in the FASTER</p> <p>4 program, it's very intensive, three days. You would</p> <p>5 fall back to your training, you would be able to do</p> <p>6 what you have been trained to do. You're not going to</p> <p>7 rise up to an occasion, you're going to fall back to</p> <p>8 your training, you're going to do what you've been</p> <p>9 trained to do.</p> <p>10 Q And in your case, that training is the</p> <p>11 FASTER training; is that right?</p> <p>12 A Yes.</p> <p>13 Q In your view, in an emergency</p> <p>14 situation like an active shooter, is it realistic to</p> <p>15 think that you'll rely on anything besides what you</p> <p>16 have trained for?</p> <p>17 MR. CONOVER: Objection.</p> <p>18 A Is it realistic to think that I would</p> <p>19 use anything besides my training?</p> <p>20 Q Correct.</p> <p>21 A Sure.</p> <p>22 Q What else might you rely on?</p> <p>23 A If he doesn't have a gun, I wouldn't</p> <p>24 necessarily need a gun.</p> <p>25 Q I see what you're saying. And I'm</p>	<p>1 enter a building where there's an active shooter, so we 40</p> <p>2 need somebody to end the threat or provide medical</p> <p>3 assistance to a student who is bleeding to death.</p> <p>4 Q Okay.</p> <p>5 A That's one aspect of it. Another is</p> <p>6 handling a weapon safely, loading magazines and</p> <p>7 ammunition, shot placement. There are other aspects,</p> <p>8 yes.</p> <p>9 Q Okay.</p> <p>10 A There are more than that, but --</p> <p>11 Q Sure. Just to try to guide our</p> <p>12 discussion, it's helpful, actually, to understand it</p> <p>13 as aspects. So you've discussed an aspect that, if</p> <p>14 I'm not mistaken, takes place in a classroom?</p> <p>15 A Yes.</p> <p>16 Q And then there is an aspect in which</p> <p>17 you receive instruction on handling firearms and other</p> <p>18 firearm equipment such as magazine, holster, et cetera?</p> <p>19 A Yes.</p> <p>20 Q Okay. What are the other aspects,</p> <p>21 just, you know, an overview so that we can frame our</p> <p>22 discussion?</p> <p>23 A In FASTER training you're taught to</p> <p>24 find an active shooter. So you go into a shoot house</p> <p>25 where there is a shooting taking place and you have</p>

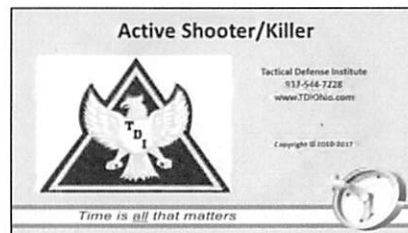
<p>1 to be able to find the shooter and engage the shooter 2 and stop the threat while clearing rooms along the 3 way. 4 Q Okay. So there is an aspect that 5 takes place at a shoot house. Are there any other 6 aspects that you can think of? 7 A There are scenarios, scenario training 8 with airsoft weapons. 9 Q Okay. So what you've just described 10 as the aspect that takes place in a shoot house is 11 different from an aspect in which you role play 12 scenarios with airsoft weapons? 13 A Yes. 14 Q Okay. Any other aspects than what 15 we've laid out? 16 A At the classroom, you have some 17 briefings on school shootings, we have range practice, 18 handling of weapons, it's called a live fire house 19 where you search and find the killer, and there are 20 scenario trainings with airsoft. 21 Q Okay. 22 A And then a qualification at the end. 23 Q Okay. Let's talk -- 24 A Sorry, I missed one more, I'm sorry to 25 interrupt. First-aid was another evening that we</p>	<p>1 and the fact that we've got a time deadline 2 coming up, but I also would ask for proper 3 questions to be asked where the witness 4 actually answers a question rather than you 5 testifying. Thank you. 6 BY MR. MILLER: 7 Q Did you understand the question? 8 A I believe you asked if any of these 9 examples are of school shootings that went well? 10 Q I'm wondering if FASTER -- Let me put 11 it this way: Does FASTER -- 12 What lessons does FASTER take from 13 these examples of school shootings, if any? 14 MR. CONOVER: Objection. 15 A What we're trained to be aware of is 16 you cannot stop a person from bringing a weapon into a 17 school. You can't stop a person from killing a person, 18 but you can stop them from owning the building for 20 19 minutes. And the reason they're going to stop is 20 because somebody is going to engage them. 21 Q Okay. And that somebody is 22 specifically the people that are being trained at the 23 FASTER program; is that right? 24 MR. CONOVER: Objection. 25 A Or a resource officer.</p>
<p>1 spent. 2 Q First-aid took place over the course 3 of an evening? 4 A Yes. 5 Q Let me ask you about the initial 6 aspect in which I believe you said took place in a 7 classroom and it involved some sorts of briefing? 8 A Uh-hum. 9 Q Did the FASTER program review the 10 history of past school shootings as part of that? 11 A I don't think it was considered 12 history, just some examples of things that have 13 happened and why the trend in America, it's 14 accelerating. We're seeing more of these and the 15 reasoning behind why we need to be trained and able to 16 stop these threats. 17 Q Okay. And it's actually that 18 reasoning that I'm trying to understand. The active 19 shootings that they review as examples, the FASTER 20 program does, are these examples of responses that they 21 think went well or did not go well? 22 MR. CONOVER: Objection. 23 Q If you know. 24 MR. CONOVER: Objection. I'm just 25 trying to give a lot of leeway with questions</p>	<p>1 Q Okay. But does it include the people 2 that are being trained at FASTER? 3 A It could. 4 Q Okay. And what does the FASTER 5 program teach you about the appropriateness of hiding 6 in a classroom during an active shooter situation? 7 A It doesn't teach us about the 8 appropriateness of hiding in a classroom. 9 Q Did they say anything about what 10 happens if you hide in the classroom? 11 A No. 12 Q Does FASTER teach you at any point 13 during the training to hide in a classroom? 14 A I'd say no. 15 Q Does FASTER teach you to lock the door 16 of your classroom and stay put? 17 A FASTER dose not teach that. 18 Q Does FASTER training make reference to 19 ALICE training at any point? 20 A I don't think so. 21 Q Have you, yourself taken ALICE 22 training? 23 A Yes. 24 Q Are the approaches taught in ALICE 25 training and FASTER training the same, in your view?</p>

<p>1 A Are they the same? No.</p> <p>2 Q What's different?</p> <p>3 A The difference being I have -- an</p> <p>4 armed teacher has the opportunity to stop a killer,</p> <p>5 ALICE might not.</p> <p>6 Q And so FASTER training teaches what</p> <p>7 that ALICE training does not?</p> <p>8 A FASTER teaches how to stop that</p> <p>9 threat.</p> <p>10 Q Using your firearm?</p> <p>11 A Correct.</p> <p>12 Q By engaging the shooter with your</p> <p>13 firearm?</p> <p>14 A Correct.</p> <p>15 Q It does not teach you to stop that</p> <p>16 threat by locking your door of your classroom?</p> <p>17 MR. CONOVER: Objection.</p> <p>18 A Neither of them stops the threat</p> <p>19 necessarily, neither one teaches stopping the threat by</p> <p>20 locking your doors.</p> <p>21 Q Does locking your doors stop the</p> <p>22 threat of an active shooter?</p> <p>23 A Not necessarily.</p> <p>24 Q Why not?</p> <p>25 A Because they can shoot through the</p>	<p>1 in individually.</p> <p>2 Q I see. Okay. And that's because you</p> <p>3 use live ammunition in the shoot house?</p> <p>4 A Correct.</p> <p>5 Q You're accompanied only by an</p> <p>6 instructor?</p> <p>7 A Multiple instructors, yes.</p> <p>8 Q Okay. And do you actually practice</p> <p>9 moving through the shoot house as part of this training</p> <p>10 that we're describing?</p> <p>11 A FASTER training?</p> <p>12 Q As part of the shoot house training.</p> <p>13 A Yes.</p> <p>14 Q You practice how to move properly with</p> <p>15 your firearm?</p> <p>16 A Yes.</p> <p>17 Q Do they teach you how to clear rooms?</p> <p>18 A Yes.</p> <p>19 Q What does that mean?</p> <p>20 A How to approach a room so that a</p> <p>21 minimal amount of your body will be visible, taking a</p> <p>22 tactical angle so that you can see a maximum amount</p> <p>23 of the room and a minimal amount of your body is</p> <p>24 visible.</p> <p>25 Q What's the purpose of clearing rooms?</p>
<p>1 window.</p> <p>2 Q You described at the outset an aspect</p> <p>3 that I believe you referred to as the shoot house.</p> <p>4 What training takes place at the shoot house?</p> <p>5 A At the live fire house there is an</p> <p>6 active shooter that you can't see. You have to clear</p> <p>7 rooms along the way, find the shooter, and stop the</p> <p>8 threat.</p> <p>9 Q And is that training that you,</p> <p>10 yourself did as part of FASTER?</p> <p>11 A Yes.</p> <p>12 Q Is it training that you believe other</p> <p>13 Madison School employees did as part of their FASTER</p> <p>14 training?</p> <p>15 A Yes.</p> <p>16 Q How do you know -- Why do you think</p> <p>17 the other Madison School employees did that training</p> <p>18 you've just described?</p> <p>19 A Because all the students at FASTER</p> <p>20 completed the same training.</p> <p>21 Q Were you with them when they did this</p> <p>22 training?</p> <p>23 A Yes.</p> <p>24 Q And so you saw them in fact --</p> <p>25 A I didn't -- I wasn't in the -- We go</p>	<p>1 A Finding the killer.</p> <p>2 Q How long would you say you trained in</p> <p>3 the shoot house, you, personally?</p> <p>4 A Ten minutes.</p> <p>5 Q How many different drills did you</p> <p>6 conduct in the shoot house?</p> <p>7 A Live fire, one; but multiple drills in</p> <p>8 positioning and clearing.</p> <p>9 Q And did those other drills in</p> <p>10 positioning and clearing involve non-functional</p> <p>11 weapons?</p> <p>12 A Yes.</p> <p>13 Q Was your own weapon roped?</p> <p>14 A Yes.</p> <p>15 Q As a result of FASTER training, are</p> <p>16 you now trained to clear rooms?</p> <p>17 MR. CONOVER: Objection.</p> <p>18 A I have been trained to clear rooms,</p> <p>19 but I'm not allowed to clear rooms.</p> <p>20 Q But you would agree that you are in</p> <p>21 fact trained to do so?</p> <p>22 MR. CONOVER: Objection.</p> <p>23 A Yes.</p> <p>24 Q Let's cover the last -- or let's cover</p> <p>25 the aspect of training which I believe you made</p>

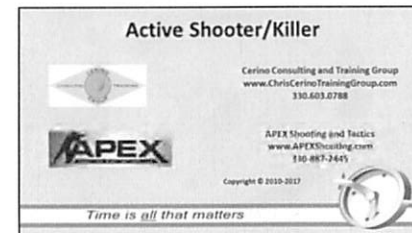
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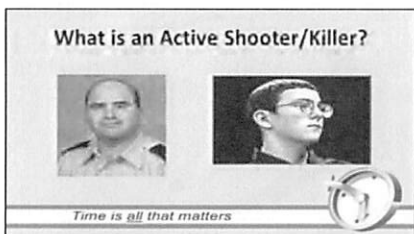
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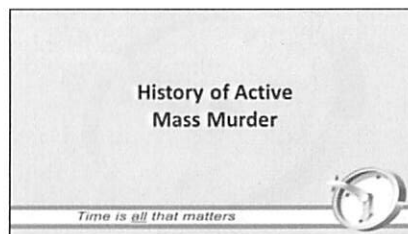


3



4

- Person or persons who kill or attempt to kill multiple innocent people in a location generally thought to be safe for them to do so
- Active shooter vs Active Killer: Most of us are active shooters, but we are not killers. Words matter.
- We will not focus on why, but on how and what occurs



5

When was the first school active killer?

July 26 1764

LeNape Indians killed school master Enoch Brown and 9 children in a school near present day Greencastle Pennsylvania



6

This is the one most know about

- May 18 1927 – 45 dead / 58 injured
- Still the record for a school.
 - Killer was the school board treasurer.
 - Had spent months hiding dynamite in the school basement.
 - Once first explosion brought rescuers to the scene, he drove up with truck filled with more dynamite and shrapnel and detonated

Events that changed Law Enforcement Response

Time is all that matters



7

University of Texas Austin Tower Shooting - 1966



Time is all that matters



8

8 dead / 31 injured

- LEO only armed with sidearms.
- Citizens with rifles made the difference. Killer initially walked the observation deck shooting people at will. Once Texans started shooting back he was forced to stay down behind wall and could only shoot out of holes designed to drain water from deck.
- Police even tried to shoot killer from an airplane circling the tower, but plane was driven away by returned fire

The Shooter



Time is all that matters



9

- Officers "Ray" Martinez and Jerry Day along with university bookstore clerk teamed up to stop the killer.
- Police were driving students home to get rifles.
- Lead to formation of SWAT teams in coming decade

Columbine High School 1999



Time is all that matters



10

- Now we have SWAT teams
- Treated like a hostage/barricade problem and it was not. They setup perimeter to keep anyone from escaping and looked to negotiate
- This was a total failure because waiting simply costs more lives.
- Next plan was 'small teams' Diamond formation, QUAD etc.

Virginia Tech - 2007



Time is all that matters



11

30+2 dead / 24 wounded

- 2 separate events
- Killing at dorm and then later at Norris Hall
- Both Blacksburg and VT SWAT teams were on campus when second killing started.

3 Levels of Active Killers

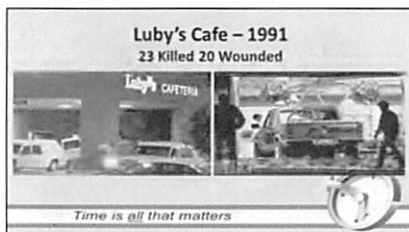
Level 1

Single Person
Probable Multiple Firearms
Minimal Planning

Time is all that matters

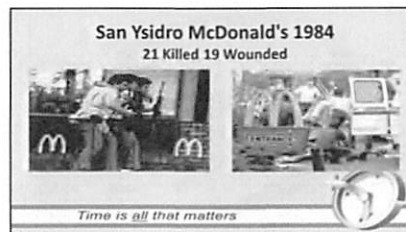


12



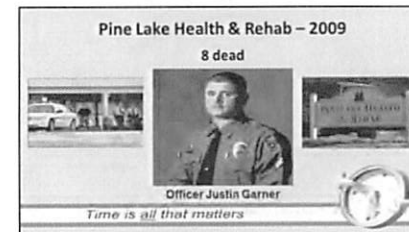
- Does not take much planning to drive your truck through front of restaurant, get out and start shooting.
- Victims first thought it was traffic accident and went to help
- Suzanna Gratia Hupp, who was present at the massacre where both of her parents were killed. She later testified that she would have liked to have had her gun during it, but said, "it was a hundred feet away in my car" (she had feared that if she was caught carrying it she might lose her chiropractor's license)

13



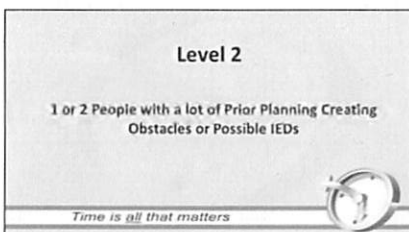
- Dispatcher initially sent police to wrong McDonalds 2 miles away.
- First police arrived in 10 minutes and were told by SWAT commander to wait outside while SWAT setup a perimeter, a command center 2 blocks away and deployed 175 officers around the area.
- ALL WHILE PEOPLE WERE BEING KILLED.

14



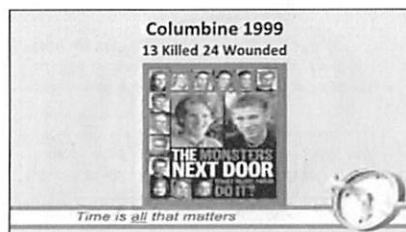
- Coward went to the nursing home to kill his wife, but found she had been transferred to the dementia center which was a secure area he could not access so he started shooting people in wheelchairs and hospital beds
- Justin arrived and said he knew he was the only officer within 20 minutes of the center so he went in alone
- Justin was one of the 3 wounded because he announced himself to the killer. The killer raised his shotgun and shot Justin, but hit him in the legs. Justin returned fire incapacitating the killer. Shot was from almost 140 feet away.

15



What event come to mind for this?

16



- Who is important in this picture. SHES killer studied and idolized these killers
- Was supposed to be a bombing, not a shooting. They built over 90 explosive devices some as big as 20# propane tanks. Timed initial explosion to happen at peak of lunch crowd and were going to shoot students as the came out of building.
- Had bombs exploded as planned casualties would have been nearly 500
- Set a fire as a diversion away from the school prior to going to school
- Had bombs in their cars set to detonate after rescuers arrived.
- Bombs did not exploded even though test bombs had. Clocks had changed.

17



- Brought chains and locks.
- Choose building with small windows and crash bars on doors.
- Hung signs warning explosives to further slow response
- Was reported to have been seen at gun range placing targets on the ground and practicing walking down aisle and shooting them.
- Only 1 person fought back. Matt LaPorte US Air Force cadet. Was shot 7 time, he died tackling the killer as last shots were to top of head and shoulders. WHAT IF JUST ONE MORE IN THAT ROOM HAD JOINED HIM?

18

Level 3 A & B

A: Single terrorist / Personal Jihad
B: Full Blown Terror Incident

Time is all that matters

- These are becoming more and more frequent around the world
- Not only firearms, but knives, explosives, vehicles are being used.

19

Trolley Square Mall – 2007 5 Killed 4 Wounded



Time is all that matters

Level 3A is a 'personal jihad' committed by one person. Often a 'lone-wolf'

- Officer was with pregnant wife for valentines day dinner. Mall was 'gun-free zone', but he carried a downloaded 1911 pistol with no extra magazines. Killer had both shotgun and pistol
- Outside LEO joined Hammond keeping killer from moving freely around mall saving lives.
- Salt Lake City LEO happened to enter through door right behind the killer and ended the fight.
- **Main difference with Level 3 events is that you will have to kill them, they won't give up or commit suicide**

20

Ft. Hood – 2009 13 Killed 30 Wounded



Time is all that matters

- Terror attack or 'work place violence'? Killer was wearing traditional dress and yelling allahu akbar . . . You decide.
- Service men and women are disarmed.
- 1st 2 soldiers died attacking the killer with chair and table.
- Kim Munley civilian base police exchanged fire with killer and was shot 3 times before 2nd civilian officer shot the killer

21

Beslan School Massacre – 2004 385 Killed 783 Wounded



Time is all that matters

Level 3B is a Full Blown Terrorist attack

- We have not had one YET. The terrorist may be ruthless, cowardly and despicable, but they are not liars. They have told us they will kill thousands of our children. Every place they have said they are going to do this, they have. They are patient and calculating.
- Pakistan in 2014 after 140 killed in school immediately armed the school staff, what is taking us so long
- Imagine what 1000 casualties in a school would mean to your community and this country.

22

Mumbai 2008 166 Killed 308 Wounded



Time is all that matters

- Well planned and ran remotely from outside the area.
- Separate groups attacked multiple targets
- Some of the groups were mobile, they would hit, run and then return to kill rescuers
- Entire event lasted 3 days

23

You Don't Need Permission To Fight For Your Life!

*"If not me, then who?
If not now, then when?"*

Time is all that matters

- Zero tolerance hurts us in these events. We have conditioned kids that violence has no place in society.
- In fight, both are kicked out of school.
- VT did what we have trained them to do, they sat and waited to be killed, except for Matt Laporte air force cadet along with a holocaust survivor
- No active killers in inner city school. They would be beat down before they could get started. The other students are fighters . . . and may be armed!

24

Traditional Active Killer Statistics and Facts

Time is all that matters



These change after every event so these statistics are just close estimates

25

- 98% of Active Killers act alone.
- 80% will have a long-gun: Rifle or Shotgun.
- 75% will have multiple firearms.
- Most will shoot until someone stops or confronts them.
- They will have control of life and death over whom they choose.
- 30% will commit suicide on site.

Time is all that matters



- Less than 2% chance of 2nd person.
 - So far most of these have been children, Columbine and Jonesboro Arkansas and they have stayed together.
- High chance of multiple weapons
- Terrorists will not stop when confronted and they will not commit suicide, they will have to be killed.

26

- It is very rare that they take hostages.
- They do not negotiate.
- They try to avoid contact with police.
- Surrender or escape is unlikely.
- Hit ratio is 50% or less.

Time is all that matters



- If they try to negotiate, they are buying time to kill more or to fortify position

27

50% hit ratio seems high. Lets look at the details

- They engage at VERY CLOSE range.
- They choose locations where there is little or no threat.
- Victims cowering at a desk or hiding in a corner are not difficult to hit.



Time is all that matters



28

This person will be no contest for a competent armed civilian or law enforcement officer.

Time is all that matters



- They are not looking for a fight, they are looking for a body count.
-
- They are very task focused, not worried about resistance since they chose the time and place they think they are safe.

29



Time is all that matters



- Look at how nonchalant they are. Drinking coffee, wandering around.
- Are they moving 'tactically' or expecting anyone to try to stop them?
- How easy would it be to stop them by surprise from a place of cover?
- Look at how big the school is. How long would police have to look once they got to the front door.

30

Mental Preparation

- Shoot Situation – No half measures
- Others are depending on you
- Prepare to encounter victims who may be wounded or dead
- Resist cling on victims
- Encounter or engage very young persons
- You may receive incoming fire

Time is all that matters



- If they are actively killing people you DO NOT want to give them a verbal warning if you can safely take them out without them knowing you are there.
- To the people under the gun, you are the most important person in the world. You are their only hope of living to hug their mothers/fathers/children in the future
- Your primary job is to STOP THE KILLING. Walk over wounded, push away clinging survivors.
- Keep fighting even if injured, there is no other choice

31



Time is all that matters

- Be prepared for the most horrific scenes and stay focused on your primary job of stopping the killing

32

DISPELLING FEARS YOU MAY HAVE

- How many are there?
- Am I going to be ambushed?
- Am I outgunned?



- These are all common fears and concerns. You are no different then anyone else.
- We already know that in 98% of the events there will only be on killer
- So far to date they have not waited in ambush. They are focused on getting as many kills as possible.
- With the good use of tactics and a good understanding of your ability, unless you meet this guy, you will be able to WIN

33

TIME IS THE MOST IMPORTANT FACTOR

Stopwatch of death

- Record to date (in a school)
 - Virginia Tech
- 7 to 8 people every minute.

Outside of a school
14 1/2 minutes Subway Supermarket Tucson 2011



Time is all that matters

- Once the killing starts, this is all that matters.
- This is why a FASTER response is a better response

34



Sandy Hook Elementary School December 14, 2012

- 9:30:00am - School doors lock
- 9:37:22am - Killer enters building
- 9:35:39am - First 911 Call

Time is all that matters



- Time to 911 call is unknown.
- There is guaranteed to be a period of time where you are totally on your own.

35



- 09:36:06 (0:27) Law enforcement dispatched
- 09:39:00 (2:54) First officer arrives at SHES
- 09:39:13 (0:13) 2 more officers arrive (3:07)
- 09:40:03 (0:50) Last shot heard inside SHES
- 09:44:47 (5:34) Officers enters SHES

Time is all that matters



- If a schools only plan is to 'wait on outside help', they will never get a better result.
- No police department providing honest information can guarantee to have 3 officers on scene at the school 3 minutes and 7 seconds after being dispatched.
- We still lost 20 babies that day.

36

POLICE ARRIVAL



- Stay calm
- Follow Directions
- Keep your hands visible

Time is all that matters



37

ARMED RESPONSE



- DO NOT meet law enforcement with a gun in hand.

Time is all that matters



- Undercover officer arrives at scene, shoots suspect and then look at how quickly he gets the gun out of his hand.
- Return the firearm to your holster is best if it is safe to do so.
- Try not to present the classic 'shooter' stance to arriving LEO
- Setup a 'Welcoming Party' – other people who can meet LEO with hands up before they see you to inform them of your presence and firearm.

38

ENGAGING THE SHOOTER

- Remain calm
- Breathe to reduce stress (Tactical/Square Breathing)
- Think
 - Use good tactics
 - Don't go so fast you miss what you need to see
 - Focus on task

Time is all that matters



39

ENGAGING THE SHOOTER

- Be aggressive
 - speed, surprise & violence of action
- Shoot well
 - shoot the killer down
- When safe
 - holster, wait for police

Time is all that matters



40

Beslan - 2004

- Beslan Russia School Attack
- 384 Killed
- 783 Wounded
- Terrorist – between 32 & 76
- actual numbers not known



Time is all that matters



- They have control. They didn't start killing randomly, they only shot who needed to be shot to get control.
- They only shot persons in charge first otherwise hostages would have panicked and they would have lost control if they had started shooting randomly
- Next they shot anyone who was a leader or was perceived to try to be a spokesman for the hostages.
- Next they took all adult males and large boys on 'work detail', executed them and dumped bodies

41

Mumbai - 2008

- 10 coordinated attacks
- 166 Killed
- 308 Wounded



Time is all that matters




- Police there were severely unequipped and untrained at least that would be different here. But how quickly would even American resources be overwhelmed?
- Aurora CO movie, they were prepared with medical supplies in about 8 cruisers and they had over 70 injured. They quickly ran out.
- Couldn't get enough ambulances to scene, LEO were putting wounded in cruisers and transporting

42

HOW DO WE RESPOND?

If you can not escape ... You have no CHOICE

- You must FIGHT.
- You will be KILLED.
- Adult males will be tortured and killed
- Females will be raped and killed.



Time is all that matters

43



Gavriel and Rivka Holtzberg

Time is all that matters

44

- We 'sanitize' these killings.
- Media reported that the leaders of the Jewish center in Mumbai 'were killed' in the attack.



Time is all that matters

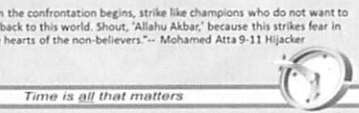
45

- They were not simply killed, there were tortured, brutalized and murdered.
- Understand who/what you are up against if you face one of these events.

Allāhu Akbar الله أكبر

Usually translated "God is [the] greatest," it is a common Islamic Arabic expression, used as both an informal expression of faith and as a formal declaration.

"When the confrontation begins, strike like champions who do not want to go back to this world. Shout, 'Allahu Akbar,' because this strikes fear in the hearts of the non-believers."-- Mohamed Atta 9-11 Hijacker



Time is all that matters

46

- Very common for terrorist (Level 3a or 3b) to yell this expression before and during attack.




Time is all that matters

47

- Lets end on a happy note.

Active Shooter/Killer

End



Time is all that matters

48

EXHIBIT W

COURT OF COMMON PLEAS

BUTLER COUNTY, OHIO

ERIN GABBARD, et al.,

Plaintiffs,

-VS-

MADISON LOCAL SCHOOL
DISTRICT BOARD OF
EDUCATION, et al.,

Defendants.

: CASE NO. CV 2018 09 2028

JUDGE CHARLES L. PATER

— — *

DEPOSITION OF: JOHN DOE

TAKEN: By the Plaintiffs

PURSUANT TO: Subpoena

DATE: January 12, 2019

TIME: Commencing at 8:00 a.m.

PLACE: Frost Brown Todd LLC
9277 Centre Pointe Drive
Suite 300
West Chester, Ohio 45069-4866

REPORTER: IRENE D. DONNER, RPR-RMR
Notary Public-State of Ohio

— — —

DONNER REPORTING
1921 Harrowgate Hill Lane, Fairfield, OH 45014
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DONNER REPORTING
(513) 829-5099

<p>29</p> <p>1 identifying if there is a shooter or if it's just 2 people yelling. You don't know what the situation 3 really is. And if there is someone actively shooting, 4 if you have a clear shot, you take the shot. 5 Now, understand, though, this is one 6 bit of their training. They understand that some 7 school districts will not allow you to do that. Like 8 in our case, in our District, we are not allowed to 9 pursue or go towards gunfire, we're not allowed to do 10 that. 11 Q Okay. But is it -- 12 A It's just one of their training. 13 Sorry. 14 Q Is it fair to say that in FASTER 15 training you do in fact train to approach gunfire or 16 the location where you believe the shooter is; is that 17 correct? 18 MR. CONOVER: Objection. 19 A Correct. 20 Q How many different drills would you 21 say simulated a situation in which you as the armed 22 staff member move from the location where you began the 23 drill into a room or other location where the shooter 24 was? 25 A Oh, man, I couldn't begin to remember</p>	<p>31</p> <p>1 to clarify how I understand this. You had mentioned a 2 live fire building, which I believe you said had target 3 silhouettes and moving walls? 4 A Correct. 5 Q Is that right? 6 A That's correct. 7 Q And we'll refer to that as the live 8 fire building. What's the word for the training that 9 you receive in that facility? Like is there a type of 10 training that you receive in that facility? 11 A I don't know if there was a word for 12 it, but it was the live fire house. 13 Q Okay. 14 A I mean, if we were told live fire 15 house, we knew where to go. 16 Q Okay. About how long do you think you 17 spent in training at the live fire house? 18 A I don't remember the number of hours. 19 I mean, it could -- We were in there multiple times and 20 then there is actually multiple live fire houses. 21 There are at least two, so I believe that I was in both 22 of them. I don't know the number of hours. I mean, I 23 would be guessing if I gave you an answer. 24 Q Could you give me, was it more or less 25 than one day in total?</p>
<p>30</p> <p>1 how many different scenarios we did. I mean, it was a 2 pretty intense weekend, so we did a lot of different 3 scenarios. I don't know the number. 4 Q Of all the scenarios that you practice 5 over the course of this FASTER training, how many 6 scenarios -- what's your best approximation of the 7 number of different scenarios that you practiced? 8 MR. CONOVER: Objection. 9 A Honestly, I don't know. It was a long 10 weekend. I mean, I really don't know the number of 11 scenarios. There was a lot of them. 12 Q Do you think it was more or less than 13 ten scenarios? 14 A Oh, it was certainly more than ten. 15 Q Do you think it's more or less than 16 20? 17 A It could have been more than 20. 18 Q Can you give me some other examples of 19 scenarios that you do remember practicing? 20 A So are we talking in a live fire house 21 or are we talking in the training house or are we 22 talking in the range? 23 Q Thank you for clarifying. Let's talk 24 first about the live fire -- Strike that. 25 Let me ask a couple questions to try</p>	<p>32</p> <p>1 A In total, probably less than one day. 2 Q Do you think it was more or less than 3 half a day in total? 4 A I'm going to say it was probably a 5 little more than half a day. 6 Q So you think it's fair to say in total 7 you spent between a half day and a full day in 8 exercises in the live fire house? 9 A That's probably right. 10 Q Okay. Let's move to the shooting 11 house, by which I mean the multi-floor house that you 12 described. 13 A Uh-hum. 14 Q And is the distinctive feature of the 15 shooting house that you use airsoft guns while in that 16 house? 17 A Yes. I don't recall if we -- There 18 was moments where we did not use airsoft. It's 19 possible there were times we didn't. We just were 20 instructed and followed their lead. 21 Q Okay. Did you use airsoft guns in any 22 other facility during the FASTER training or only in 23 the shooting house? 24 A I believe it was just the shooting 25 house.</p>

<p>1 Q Okay. And what firearm or other 2 implement did you use while in the live fire building? 3 A So in the live fire building, when you 4 were given the permission and you were going through a 5 specific scenario, you would use your handgun. 6 Q And so that is an actual handgun that 7 shoots live rounds? 8 A Right. 9 Q You practiced with your own personal 10 handgun? 11 A Correct. 12 Q What is that? 13 A It is a Glock 27. 14 Q And what caliber is that? 15 A It's a .40 caliber. 16 Q And that is a pistol, not a revolver; 17 is that correct? 18 A Correct, a striker fire gun. 19 Q Besides the live fire -- Let me strike 20 that. 21 The shooting house in which you used 22 the airsoft guns, about how much of the FASTER training 23 do you believe took place in the shooting house? 24 A I don't know. Honestly, I don't know 25 how many hours. I mean, it was --</p>	<p>33</p> <p>1 in that building was at least, I believe, half of the 2 day. It was actually in the evening, during the 3 evening, and I believe it was about half a day. So 4 that plus the trauma that was taking place when you are 5 actually training during the scenarios and the open 6 field or in the shooting house. 7 Q Okay. Can you walk me through an 8 example of a drill you recall in the live fire 9 building? 10 MR. CONOVER: Objection. 11 A In the live fire building? 12 Q Yes. 13 MR. CONOVER: Just to clarify, I think 14 it was live fire house is how he referred to 15 it. Is that what we're talking about? 16 MR. MILLER: Well, let me just ask to 17 make sure we're clear on the location we're 18 talking about. 19 BY MR. MILLER: 20 Q We did refer to a facility using the 21 term live fire. What was the name, as you understood, 22 that that location is called? 23 A Live fire house. 24 Q Live fire house? 25 A Uh-hum.</p> <p>35</p>
<p>1 Q Was it multiple hours in the shooting 2 house? 3 A Oh, absolutely, yes. 4 Q Do you think it was more or less than 5 a day worth of training in the shooting house? 6 A I may have been a day at least, 7 uh-hum. 8 Q Was it more time than in the live fire 9 building? 10 A Possibly, possibly. 11 Q Okay. What other locations on this 12 FASTER training facility did you do training? 13 A Okay. So they have the firing range 14 and then they also have kind of an open field. I'm not 15 really sure what they call it. It's more of an open 16 outdoor range, but there are props there, walls, 17 vehicles, things of that nature. 18 Q And then beyond the firing range and 19 open field, you just mentioned there is also the 20 classroom; is that right? 21 A Correct. 22 Q About how long did you spend in the 23 classroom? 24 A It's certainly more than half a day 25 because our medical and trauma training that took place</p>	<p>34</p> <p>1 Q And that is the location where you 2 undergo training with your own personal firearm? 3 A That's correct, one of the locations. 4 Q And you use live ammunition in that 5 training at times? 6 A At times. 7 Q Do you ever use airsoft guns in that 8 building? 9 A I don't believe so. There was 10 training guns that were used, like plastic type guns, I 11 believe. I don't recall if they were airsoft guns. I 12 don't remember if we actually shot airsoft pellets in 13 that building, but we definitely had training type guns 14 with us in there. 15 Q And by "training guns," you mean 16 nonfunctional guns? 17 A Correct, plastic, solid chunk of -- 18 Q Okay. Can you describe for me the 19 drills you recall or the training that you did in the 20 live fire house? 21 A There were multiple ones in there. 22 Are we talking with the live gun or are we talking with 23 the training gun? 24 Q I'd like to cover either of them, 25 don't have a preference which one you begin with first</p> <p>36</p>

<p>37</p> <p>1 as long as your answer is clear.</p> <p>2 A Okay. So, basically, the beginning</p> <p>3 when you're first introduced to this live fire house,</p> <p>4 you're actually all in one room and they're teaching,</p> <p>5 they're instructing, you're standing up and you're not</p> <p>6 sitting in any classes, but they're actually teaching</p> <p>7 you and explaining how things work in a building, how</p> <p>8 angles work and things of that nature.</p> <p>9 And then they start off with the</p> <p>10 training with the plastic guns, the solid plastic</p> <p>11 training guns, and they have you do a different</p> <p>12 scenario where a group of people may be in one back</p> <p>13 room and you're in this room and they have you walk</p> <p>14 down this hall to where there might be screaming or</p> <p>15 something going on.</p> <p>16 And there is doorways as you go along</p> <p>17 and they train you how to avoid getting shot as you</p> <p>18 pass these doors, to make sure that there is no threat</p> <p>19 in those doorways. And then they bring you -- As you</p> <p>20 go to the room where there may be a simulated classroom</p> <p>21 or people in there, that's where you're trained on how</p> <p>22 to peek around the corner or get around the angles.</p> <p>23 That's the training, that's the plastic training.</p> <p>24 Q So with the simulated non-functional</p> <p>25 plastic guns, you are doing training drills that</p>	<p>39</p> <p>1 because you're going to get shot, you're going to get</p> <p>2 killed.</p> <p>3 Q Right.</p> <p>4 A So what they do, they teach you how to</p> <p>5 get around or peek around that wall using a certain</p> <p>6 stance of your body to see if you can see if there's a</p> <p>7 shooter.</p> <p>8 Q And are you holding your, in this</p> <p>9 case, simulated firearm while doing this?</p> <p>10 A Yes, yes.</p> <p>11 Q And describe your body stance as you</p> <p>12 do the movements you're describing.</p> <p>13 A So you could be pivoting, you could be</p> <p>14 walking around at an angle, taking steps around the</p> <p>15 doorway, peeking over around a corner.</p> <p>16 Q Is your gun drawn at this point?</p> <p>17 A No.</p> <p>18 Q It's holstered?</p> <p>19 A It's holstered.</p> <p>20 Q Why would you be moving from location</p> <p>21 to location in a drill like this? Why do you practice</p> <p>22 that?</p> <p>23 MR. CONOVER: Objection.</p> <p>24 A Because if you are a district or a</p> <p>25 person who is in charge of taking care of an active</p>
<p>38</p> <p>1 include moving down hallways while reducing your</p> <p>2 exposure in order to arrive at a scene of a shooting or</p> <p>3 other incident; is that right?</p> <p>4 MR. CONOVER: Objection.</p> <p>5 Q Is that a fair characterization?</p> <p>6 MR. CONOVER: Objection.</p> <p>7 A I mean, you're arriving in a shooting</p> <p>8 situation.</p> <p>9 Q But specifically, you were practicing</p> <p>10 how to move from one location to the shooting situation</p> <p>11 while reducing your exposure?</p> <p>12 MR. CONOVER: Objection.</p> <p>13 A In some scenarios.</p> <p>14 Q And are you taught how to enter into a</p> <p>15 room where a shooting takes place?</p> <p>16 A So, yes, they will train you how, when</p> <p>17 to cut your corner, if you're going to enter that room,</p> <p>18 how you enter the room.</p> <p>19 Q What do you mean by "cut your corner"?</p> <p>20 What does that mean?</p> <p>21 A So if you're coming down a hallway and</p> <p>22 there is a doorway and let's just say this is where</p> <p>23 your active shooter is or even if it's not an active</p> <p>24 shooter, you don't want to expose yourself. So you</p> <p>25 don't want to walk and have your full body in a doorway</p>	<p>40</p> <p>1 shooter, then this is something you have to learn.</p> <p>2 Q Why do you have to learn it?</p> <p>3 A Because if you don't, if that is your</p> <p>4 role, and your role is given to pursue, you have to</p> <p>5 know how to do it. You have to know how to get through</p> <p>6 without getting yourself killed and eliminating a</p> <p>7 threat.</p> <p>8 Q Is it fair to say that the FASTER</p> <p>9 training that you received included instruction on how</p> <p>10 to pursue an active shooter?</p> <p>11 MR. CONOVER: Objection.</p> <p>12 A It did both, yes. It did both pursue</p> <p>13 and, you know, whatever your Board policy is or</p> <p>14 whatever your Board indicates. They tell you if you</p> <p>15 are to stay in place and not pursue, then you are not</p> <p>16 going to pursue; but if you are, this is what you do.</p> <p>17 Q Setting aside the particulars of any</p> <p>18 district's board policy, I just want to focus on what</p> <p>19 the training is at the FASTER facility and specifically</p> <p>20 what that training is that you received.</p> <p>21 A Well, that is part of the training. I</p> <p>22 mean, when they're instructing you, they're instructing</p> <p>23 you to do what your board says.</p> <p>24 Q Okay. And then you practiced drills,</p> <p>25 it sounds like, that include drills where you pursue a</p>

<p style="text-align: right;">77</p> <p>1 Authorization Policy, no.</p> <p>2 Q Do you know whether that instruction</p> <p>3 or guidance is in the Firearms Authorization Policy?</p> <p>4 A I don't recall if it specifically</p> <p>5 states that you are to hold in place. I don't recall</p> <p>6 that now.</p> <p>7 Q And did the FASTER training tell you</p> <p>8 not to pursue an active shooter?</p> <p>9 A They told us that we follow our Board</p> <p>10 policy and what the Board requires of that action. We</p> <p>11 were trained in both. Obviously, there is not much to</p> <p>12 train as far as hold in place, but they did also train</p> <p>13 on the pursuit. But their instruction to us as well</p> <p>14 was listen to your Board and what your Board</p> <p>15 authorizes.</p> <p>16 Q You said there is not much to train on</p> <p>17 regarding hold in place. What do you mean by that?</p> <p>18 MR. CONOVER: Objection.</p> <p>19 A There is no action involved other than</p> <p>20 to either hold and lock your doors or escape.</p> <p>21 Q Did you practice holding and locking</p> <p>22 your doors at FASTER training?</p> <p>23 A No. It was discussed.</p> <p>24 Q In what context was it discussed?</p> <p>25 A In one of their instructional moments</p>	<p style="text-align: right;">79</p> <p>1 A I believe it had to be multiple</p> <p>2 conversations, at least two.</p> <p>3 Q Why is that?</p> <p>4 A Because I do recall it being said more</p> <p>5 than once that this is not a pursuit training for us or</p> <p>6 as far as a pursuit role in our District.</p> <p>7 Q Okay. Do you recall someone other</p> <p>8 than David French giving you that instruction?</p> <p>9 MR. CONOVER: Objection.</p> <p>10 A I don't know if anyone else did. I</p> <p>11 believe it was probably agreed upon with the Board. I</p> <p>12 believe it was discussed by the Board as well what that</p> <p>13 role would be.</p> <p>14 Q Discussed by the Board in what</p> <p>15 context?</p> <p>16 A As far as what the role of an armed</p> <p>17 staff would be.</p> <p>18 Q But, I mean, when and where?</p> <p>19 A It would end up having to be in an</p> <p>20 executive session.</p> <p>21 Q Of a Board meeting?</p> <p>22 A Correct.</p> <p>23 Q [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>
<p style="text-align: right;">78</p> <p>1 where -- I can't recall if it was in the instruction</p> <p>2 house or if it was out at the range or in the -- part</p> <p>3 of it is off to the side of the range where we all sat.</p> <p>4 Q But you did not in fact practice at</p> <p>5 any time at FASTER training holding in place or locking</p> <p>6 your door?</p> <p>7 A Correct.</p> <p>8 Q Bringing you back for one moment to</p> <p>9 the verbal instruction you described regarding your</p> <p>10 role as a staff carrying a firearm on school property,</p> <p>11 what do you remember about the timing of that verbal</p> <p>12 instruction and when it took place?</p> <p>13 A Nothing stands out to me as timing.</p> <p>14 Q When in the authorization process did</p> <p>15 it take place?</p> <p>16 A I don't recall the timing.</p> <p>17 Q Did it occur before you received</p> <p>18 authorization or after you received authorization?</p> <p>19 A It may have been both times.</p> <p>20 Q Do you know whether it was one</p> <p>21 conversation or more than one conversation?</p> <p>22 A It may have been more than one.</p> <p>23 Q Do you know?</p> <p>24 A I don't recall.</p> <p>25 Q When do you --</p>	<p style="text-align: right;">80</p> <p>1 [REDACTED]</p> <p>2 [REDACTED]</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 Q How many times -- How many different</p> <p>6 executive sessions do you recall the Board having a</p> <p>7 discussion on this topic?</p> <p>8 A On the topic of arming staff or on the</p> <p>9 specific topic of the role?</p> <p>10 Q On the specific topic of the role.</p> <p>11 A At least once.</p> <p>12 Q Do you recall more than one?</p> <p>13 A I don't recall if there was more than</p> <p>14 one.</p> <p>15 Q When did that one discussion you</p> <p>16 recall take place?</p> <p>17 A I don't recall. It was in executive</p> <p>18 session. I don't know what date it was. There have</p> <p>19 been multiple executive sessions from the time of</p> <p>20 discussion, I think in March, through the Board</p> <p>21 actually adopting the policies --</p> <p>22 Q Was it before or after -- Sorry, were</p> <p>23 you finished?</p> <p>24 A Policies and resolutions.</p> <p>25 Q Was it before or after the Board</p>