

STATE OF MISSISSIPPI

)

) **AFFIDAVIT OF LINDA FULTON, DVM**

)

COUNTY OF HINDS

Personally appeared before me, Linda Fulton, who upon being duly sworn,
deposes and states as follows:

1. I am a citizen and resident of Jackson, Mississippi. I am currently employed as a laboratory animal veterinarian by the University of Mississippi Medical Center.

2. I am a graduate of the University of Southern Mississippi and Mississippi State University College of Veterinary Medicine. In 1989, during my senior year in veterinary school, I served a laboratory animal externship at Clemson University with Dr. Hal Farris, the Clemson University Veterinarian and Director of Research Services.

3. After veterinary school, I engaged in private veterinary practice. I later taught clinical laboratory animal medicine at Ross University and served as on-site veterinarian at the St. Kitts Foundation for Biomedical Research. In 1993, I was offered and accepted a laboratory animal veterinarian position with Clemson University in the Department of Research Services, again reporting to Dr. Hal Farris. In addition to teaching undergraduate students and providing veterinary care for Clemson University animals, I also had the responsibility of assisting in maintaining legal and ethical compliance with all federal legal requirements, including the Animal Welfare Act and

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implementing regulations and policies which are administered by the United States Department of Agriculture (USDA), Public Health Service (PHS) Office of Laboratory Animal Welfare (OLAW) and the Animal Research Committee (ARC), Clemson's Institutional Animal Care and Use Committee. It was part of my job responsibility to assure humane care and use of animals used for teaching and biomedical research.

4. In the spring of 2001, Dr. Hal Farris accepted a newly created position of Director of the Office of Research Compliance and so as to preclude any potential for or perception of conflict of interest, as assured by President Barker to OLAW, Dr. Farris resigned his position as University Veterinarian and Director of Research Services. In August 2001, Dr. Greg Queen was hired in the position as the University Veterinarian and Director of Research Services. When Dr. Farris retired from Clemson University in 2004, Dr. Queen was named as Interim Director of the Office of Research Compliance while still maintaining his role as University Veterinarian and Director of Research Compliance (despite previous assurance by President Barker to OLAW that such dual role would not occur due to the potential for conflict of interest).

5. After the retirement of Dr. Farris, I witnessed problems at Clemson with the Office of Research Compliance and the workings of the Animal Research Committee. In my professional experience and opinion, there were practices which were contrary to the spirit and letter of the afore-mentioned regulations, policies, and guidelines. In late 2004 and early 2005, I followed my divisional chain of command in reporting my concerns – first reporting to Dr. Greg Queen, then to Dr. Chris Przirembel, Clemson's Vice President for Research. I also reported my concerns to Thornton Kirby, Executive Secretary to the Board of Trustees and Assistant to the President. At no point

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in my discussions did any of these individuals take steps to rectify my concerns. I attempted to make an appointment with President Barker, but my request was refused. Four months later, I was told by President Barker that Chris Przirembel had asked him not to meet with me.

6. Due to increased and continued problems, I contacted a veterinary medical officer with the USDA and administrators with OLAW for advice. Subsequently, acting in good faith, I submitted a report to the USDA and OLAW stating my concerns of possible improper reporting and non-compliance with the Animal Welfare Act and PHS Policy, the federal law and policies regulating the treatment of animals used in scientific research.

7. After accepting a new laboratory animal veterinarian position out of State, I turned in my resignation from Clemson University in April, 2005 and began my current position at the University of Mississippi Medical Center the following May. Subsequent to my resignation, I filed a grievance with the Clemson University Faculty Senate. After leaving Clemson, I learned that Dr. Greg Queen, with the knowledge and approval of Dr. Chris Przirembel, had entered negative notations on my permanent files in the Office of Human Resources at Clemson which gave the appearance that I was terminated for cause. Other negatives memos were also placed in my files after I left Clemson. Lawrence Nichols, Director of Human Resources, told me that per Dr. Chris Przirembel, this had been done due to my "poor employee relations that had gone back for years." Such documentation placed in my files had the possibility to seriously threaten my future employment prospects, not just in the near future, but probably for the rest of my professional career. Evidence (statements made by Dr. Przirembel) gathered

by the Faculty Senate Grievance Panel determined that this was, in fact, the purpose of this documentation. Attached as Exhibit 1 to this Affidavit is a copy of a portion of the documentation I received from the Faculty Senate Grievance Panel. I am advised that these false and slanderous reports about me are against the law and the public policy of South Carolina as stated in Section 41-1-65 of the South Carolina Code of Laws. During my over twelve-year tenure at Clemson University, I had received only favorable yearly reviews (February 2002 – substantially exceeds, February 2003 – exceeds, February 2004 – substantially exceeds and a letter of commendation in February 2005 which stated, in part, “In summary, your performance as veterinary professional is excellent.”

8. Correspondence dated March, 2006 from the Faculty Senate Grievance Panel reflect a finding by this Panel supporting and validating my claim that the actions of Dr. Greg Queen and Dr. Chris Przirembel were “absolutely” without justification, detrimental and likely representative of retaliation. In an April, 2006 letter from President Barker after his review of the Faculty Senate findings, he stated that the negative notations and memos were to be removed from my files even though he found no evidence of retaliation on the part of either Dr. Queen or Dr. Przirembel. In this same correspondence, President Barker stated that if I had questions or concerns regarding his decision, I should direct those to him in writing. Through email correspondence, I was directed to contact the Office of General Counsel for any clarifications.

9. Since President Barker found no evidence of retaliation, I asked for clarification through the Office of General Counsel for the reasons of Dr. Queen’s and Dr. Przirembel’s actions. I was not given any clarification on this matter. I believe the evidence strongly supports reprisal and retaliation against me. I also believe President

Barker and the University General Counsel's response, or lack thereof, was an attempt to ignore improper acts and behavior on the part of higher level administrators at Clemson.

10. During my grievance process, Clay Steadman made several proposals for a process that did not conform to the *Faculty Manual* procedures (or any other previously approved grievance procedures at Clemson University). Such resulted in a delay in the grievance process in that, with Mr. Steadman's knowledge, the administration delayed in providing necessary requested documents. The "alternate" proposal and the delay in receipt of requested documents is detailed and supported by the Attached Exhibit 2.

11. In the fall of 2005, I learned that Greg Queen had made disparaging remarks in regards to my character to my colleagues. I contacted Clay Steadman to object to my past supervisor making such remarks. Initially, Mr. Steadman responded that legally he could do nothing about this. Later when Clemson University tried to fill my position, they interviewed several of my colleagues. I later learned from one of them that when asked why the previous veterinarian had left, he was told, "She created a hostile work environment." On the day that I learned of this, I sent an email to Mr. Steadman, expressing my concern. Dr. Queen was acting in an official capacity in representing Clemson University in talking with these candidates. In an email correspondence (Attached as Exhibits 3), Mr. Steadman agreed with me that such behavior was "unprofessional and un-called for". He at no time gave me any indication that such slanderous reports about me are against the law and the public policy of South Carolina as stated in Section 41-1-65 of the South Carolina Code of Laws. Instead Mr. Steadman responded by encouraging me to sign a document that essentially required me

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to have no further contact with the Office of Research Compliance. He told me that if I would sign that document, the problem would go away. A copy of the document he sought to have me sign is attached as Exhibit 4 to this Affidavit. I never signed it. I did not (and still do not) understand why/how the signing of this document would have made the person making such a statement about me subject to disciplinary action. It seems to me that if Mr. Steadman believed that such statements were "unprofessional and un-called for", he would have made such person subject to disciplinary action regardless or whether or not I signed the document.

12. The Animal Welfare Act Regulations (AWAR - Public Law 99-198) is also called the Improved Standards for Laboratory Animals Act. In a Code of Federal Regulations, 9CFR part 2.32,c,4, there are specific protections for employees against discrimination or other reprisals for reporting violations of the AWAR or the AWA itself. Those employees include members of the Institutional Animal Care and Use Committee (ARC at Clemson) and laboratory personnel.

13. I regard the negative campaign by Dr. Greg Queen and Dr. Chris Przirembel against me after my resignation from Clemson University to be acts of reprisal and retaliation for my attempts, as a last resort through contact with federal officials, to carry out my legal and ethical responsibilities as a laboratory animal veterinarian and to uphold all federal and institutional regulations and guidelines to assure appropriate and quality use of animals for research and teaching.

14. I was recently advised by Dr. Ellen Magid, a supervisor for the veterinary medical officers in the Eastern Region of USDA Animal Care, that the findings of the Clemson University Faculty Senate, along with other documentation,

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provide evidence sufficient for her agency to go forward with an investigation of my treatment as reprisal by Clemson University for reporting my concerns to federal agencies. That investigation, to the best of my knowledge, is ongoing.

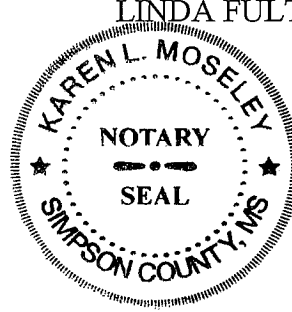
FURTHER, YOUR AFFIANT SAYETH NAUGHT.

Linda Fulton

LINDA FULTON, DVM

SWORN to and SUBSCRIBED before me

This 20th day of July, 2008



Karen L. Moseley (L.S.)

NOTARY PUBLIC for ~~South Carolina~~ Mississippi (24)

My Commission Expires: MY COMMISSION EXPIRES:
FEBRUARY 25, 2011

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Exhibit #1
page 1 of 2

ATTACHMENT H

Personnel Data Entry Form (PDE) filed by Dr. Queen

April 22, 2005, at Greg Queen's direction, a personnel action in regard to Dr. Fulton's upcoming departure from Clemson was entered into PeopleSoft. The action was described as "termination" and the reason for the action was given as "would not rehire." This clearly conveyed an impression that Dr. Fulton had been terminated for cause by Clemson University. When Dr. Fulton discovered this document, several months later, Dr. Fulton believed that this represented retaliation for her protest against the previous memos. Dr. Fulton was deeply disturbed about the possible damage to her future career, since future employers, or Federal Government employees(ers) doing a background check on her for security purposes, would be likely to learn of it if they asked Clemson about her employment at Clemson.

Both Dr. Queen and Dr. Przirembel agreed, when they spoke with the Hearing Panel, that this document conveyed an impression that Dr. Fulton had been terminated for cause, and both of them agreed that this impression was misleading. Dr. Queen said that despite this misleading impression, the document should remain in the file, unaltered. Dr. Przirembel initially said this document should be changed so as no longer to convey this misleading implication, but later changed his mind and said this document should remain as it was. Dr. Przirembel gave a clearer explanation of the rationale for this than Dr. Queen did. Dr. Przirembel said that it was so important to ensure that Petitioner never be rehired by Clemson University, even ten or twenty years from now when memories of her last employment at Clemson had faded, that it was justified to have this document in her file, giving a misleading impression of the circumstances of her departure.

Dr. Przirembel suggested to one of the Hearing Panel members that Dr. Fulton's fears for the impact of this document on her future career were unfounded, because this document would not be revealed to external enquiries about Dr. Fulton's record at Clemson. He said that the only circumstance in which this document would be seen and acted on would be if some administrator within Clemson University were thinking of hiring Petitioner. This assumption was false. The document is in a file at Human Resources, where it would be routinely reported to other institutions, or the Federal Government, if they were doing background checks when considering Petitioner for employment.

If the "action" is "termination" a "reason" is required and the only "reasons" that can be used with "termination" are

- "Uncertain About Rehire,"
- "Would Not Rehire,"
- "Would Not Rehire Same Job/Dept," and
- "Would Rehire."

Exhibit #1
page 2 of 2

When the Hearing Panel asked Mr. Byron Wiley about the "would not rehire" he stated that he did not know about it, but added that he felt it was "inappropriate" because it "does color the record."

To have a document in Dr. Fulton's file giving a false impression that she was terminated for cause, creating a serious danger of both near-term and long-term damage to her career, is absolutely unacceptable. For that matter, even if the false claim that this document would be seen only by Clemson administrators had been true, the document would be unacceptable. It is just as improper for Dr. Queen and Dr. Przirembel to give future administrators at Clemson, who might be considering Dr. Fulton for a job ten or twenty years from now, a false impression that Dr. Fulton was terminated for cause, as it is for Dr. Queen and Dr. Przirembel to give that false impression to administrators at other institutions who might be considering Dr. Fulton for a job in the near future.

If there is no alternative to "terminate" as the action, then the reason on the PDE should state "Would Rehire."

October 6, 2005

Linda Fulton, PhD
750 Oakwood Street
Jackson, Mississippi 39202

FILE COPY

Dear Dr. Fulton:

It has come to my attention that you filed a Grievance Petition II under the Clemson University *Faculty Manual* grievance process. According to the language set forth in the *Faculty Manual* and approved by the Faculty Senate, your grievance cannot be heard by the Faculty Senate grievance board.

The *Faculty Manual* states that the Faculty Grievance Procedure II applies to "teaching, research, and extension faculty, librarians, academic administrators and all other persons holding faculty appointments (See page v-5 D (1))." It further explains that "[a]ppointments to special faculty ranks include visiting, adjunct, and part-time positions as well as the special ranks of lecturer and post doctoral research fellow in academic units that are under the jurisdiction of the Provost (emphasis added) (see page iii-4 E)." Although your title was "lecturer," you were not employed in an academic unit under the jurisdiction of the Provost. Your lecturer appointment reported to Dr. Queen who reports to the Vice President for Research, Dr. Chris Prziembel. Since you were not assigned to an academic unit under the Provost, you did not have a faculty appointment as defined by the *Faculty Manual*.

The Faculty Senate changed the definition of special faculty ranks in their manual but left no provision for non-academic lecturers. As a result, some lecturers such as yourself do not fall within the grievance procedure for faculty, nor are you covered by our classified staff procedures. You are the first non-academic lecturer to file a grievance since this change was made to the *Faculty Manual*. I sincerely apologize for the resulting confusion.

Since there is no formal grievance procedure at Clemson for non-academic lecturers, such as yourself, we have decided to provide you an ad hoc procedure that will ensure full due process and an opportunity for your grievance to be heard. We will follow the basic procedure outlined in the Clemson University *Faculty Manual* for a Grievance Procedure II beginning with Section D.3.g (see attached) with the exceptions that (a) your grievance hearing panel will be composed of three non-academic lecturers, instead of faculty and (b) Mr. Lawrence Nichols, Director of Human Resources, will carry out the duties and functions that the Provost is responsible for under the Faculty Grievance II procedure.



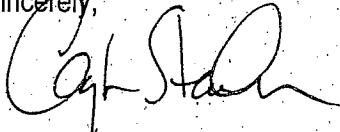
Exhibit 2
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Linda Fulton, Ph.D.
October 6, 2005
Page Two

Your grievance, this letter and all materials collected by the Faculty Grievance Committee and/or the Provost pursuant to your formal grievance will be forwarded to Mr. Nichols for his immediate action.

Again, we apologize for the confusion created by this situation. Feel free to contact me directly if you have any questions about this letter or the procedure explained.

Sincerely,



Clayton Steadman
General Counsel

cc: Lawrence Nichols, Director of Human Resources ✓
Doris Helms, Vice President, Academic Affairs and Provost
Chris Przirembel, VP, Research and Economic Development (Responding Party)
Greg Queen, University Veterinarian (Responding Party)
Beth Kunkel, Chair, Faculty Senate Grievance II Hearing Panel
Eleanor Hare, Chair, Hearing Panel

ATTACHMENT L

Exhibit 2
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Other

Interference in Grievance Process

The Hearing Panel did not receive requested documents from the administration in a timely manner. Since the Faculty Manual provides that panels normally meet only during spring and fall semesters, the Hearing Panel began hearing witnesses in early September 2005. It was immediately apparent that the Hearing Panel needed access to certain documents (especially evaluations) in Dr. Fulton's personnel files before proceeding with interviews of respondents. Therefore, on September 9, 2005, the Hearing Panel requested "copies of every piece of paper that went into Dr. Fulton's personnel files in the past three (3) years," "Dr. Fulton's last seven (7) annual evaluations," and other selected documents. The Hearing Panel made additional attempts to obtain these documents until on November 15, Mr. Clay Steadman wrote (in e-mail) that "... the attempt to resolve Dr. Fulton's grievances with the University has not been successful. ... At this point, we will need to resume the grievance process. I will contact Dr. Prziembel and am available to assist him in collecting and copying the materials requested of him by the Hearing Panel."

The Faculty Senate office received documents from Dr. Fulton's personnel file (evidently everything placed in her file since she joined Clemson in 1993, although this went far beyond what we had requested) on December 5, 2005, three months after they were first requested. Copies were made available to the Hearing Panel on December 8, 2005. With exams and Christmas break approaching, and needing time to read the voluminous documentation to find the information requested, meetings with the respondents were scheduled for early in the spring semester (January 5). The delay in receiving the documents had caused a 4-month delay in hearing this grievance. The *Faculty Manual* calls for an "expeditious ... review of the matter." This review was not expeditious because the administration delayed providing the necessary documents.

The *Faculty Manual* provides a grievance process for faculty. While the Hearing Panel was conducting its review, an attorney for the university made several proposals for processes that did not conform to the *Faculty Manual* procedures. His last such proposal was that the Hearing Panel report be sent to the Vice President for Student Affairs for final review. This action would be a violation of the *Faculty Manual*. Since the Provost has recused herself from this proceeding, the *Faculty Manual* provides that the findings and recommendations of the Hearing Panel are sent to the President, who will review the matter and make a decision.

Conflict Between Dr. Fulton and Dr. Queen

Mr. Lawrence Nichols told the Hearing Panel that Dr. Fulton told him that she felt that she was the victim of sexual discrimination. Mr. Nichols told her that Human Resources

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[as New](#)[Forward](#) | [Forward as Attachment](#) | [Reply](#) | [Reply All](#)**Subject:** Re: Proposed Agreement**From:** lfulton@clemson.edu**Date:** Tue, November 8, 2005 11:32 am**To:** "Clayton Steadman" <steadmn@CLEMSON.EDU>**Cc:** biol110@clemson.edu**Bcc:** scathy@clemson.edu ([more](#))**Priority:** Normal**Options:** [View Full Header](#) | [View Printable Version](#) | [Download this as a file](#) | [View Message details](#) | [Add to Addressbook](#) | [Bounce](#)*Exhibit 3
page 1 of 3*

Clay

This is getting sooooo out of hand. I am currently at a national lab animal science meeting(over 4,000 attendees). By chance, I met an individual who had applied for my position at Clemson. I was told that Greg told this person that I had created a hostile work environment (this person's wording) and that also I left because I wanted to take GSRC's program in a different direction (whatever that means). I asked this person if he/she thought this was being said to other candidates for the position - I was told and I quote "without a doubt". This needs to stop! It obviously is not in my best interest for these comments to be perpetuated. It is also not in the best interest of Clemson University. It becomes no longer someone's "opinion" that I am a "bitch", as this seems to come across as some "official" statement. Greg does officially represent Clemson in talking with these candidates; it is inappropriate for comments such as these to be made.

Linda

>
> Linda,
>
> Here is the modified settlement agreement. The only change is to Para. 6,
> as we discussed. Again, I appreciate your concerns and continue to hope
> that we can resolve them short of a formal grievance. Have a good trip and
> call or email when you return, or anytime before then. Thanks.
>
> clay

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Subject: Re: Proposed Agreement
From: "Clayton Steadman" <steadmn@CLEMSON.EDU>
Date: Wed, November 9, 2005 4:26 pm
To: lfulton@CLEMSON.EDU

*Exhibit 3
page 2 of 3*

Priority: Normal

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This is in response to my email of Nov 8, 2005

Linda,
I agree with you that these kinds of statements are unprofessional and un-called for. I think that the agreement we have been discussing will stop them from occurring; or if they do, the person making such a statement will be subject to disciplinary action. I look forward to hearing from you next week. Enjoy your conference.

clay

At 03:55 PM 11/7/2005, you wrote:

>Clay
>Thank you so very much for your willingness to work with me and also for
>your empathy with me in this dilema - it seems that everyone who has been
>willing to talk with me agrees that personality conflicts should not
>warrant such a severe notation on my personnel record that is available to
>anyone who calls HR (especially if I have not had the opportunity to
>respond to such allegations). It is difficult for me to comprehend all
>that has gone on over the past year or so. Now finding out that there is
>some (one or more?) document, that was written after submitting my
>resignation and I think after my leaving campus, in some file (my
>personnel file in GSRC or Barckett or somewhere else) that details info on
>the potential for my creating a hostile work environment for Mervet to the
>point that she was unable to perform her job truly disturbs me. At this
>point, since I do not have access to this document, I am reluctant to make
>any decisions. Actually it raises even more questions in my mind. I
>don't see how I can really, with informed consent (since I have not been
>fully informed), agree to anything at this point. Any suggestions?
>Thanks!
>Linda
>
>
> >
> > Linda,
> >
> > Here is the modified settlement agreement. The only change is to Para. 6,

> > as we discussed. Again, I appreciate your concerns and continue to hope
> > that we can resolve them short of a formal grievance. Have a good trip and
> > call or email when you return, or anytime before then. Thanks.
> >
> > clay

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*Exhibit 3
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Subject: Proposed Agreement

From: "Clayton Steadman" <steadmn@CLEMSON.EDU>

Date: Fri, October 28, 2005 5:20 pm

To: lfulton@CLEMSON.EDU

Priority: Normal

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Prof. Fulton,

Attached is the draft settlement agreement we discussed yesterday. I apologize for the delay in getting this to you but it has been an extremely hectic week. Please review this document and feel free to call or email if you have any questions. I am sending you a hard copy to your home address (750 Oakwood). I look forward to your response.

clay

Attachments:

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*Exhibit 4
page 1 of 2*

Exhibit 4
Page 2 of 2

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

The undersigned parties to this Agreement mutually desire to resolve the dispute between them related to certain grievances filed by the Grievant, Linda Fulton, and arising out of her employment by Respondent, Clemson University. Therefore, in exchange for the mutual promises and conditions described below, Grievant and Respondent hereby agree as follows:

1. Respondent will amend Grievant's official employment record to remove the "Would not rehire" designation.
2. Respondent will amend Grievant's official employment record to remove a certain memorandum dated November 13, 2004, and which is addressed to Grievant and signed by Dr. Gregory Queen and said memorandum.
3. Grievant agrees to withdraw her grievance, filed pursuant to Respondent's faculty grievance policy and currently pending before the Faculty Grievance Committee.
4. Grievant agrees that she will not file any claim, demand, suit or cause of action against Respondent, or any individual or group of individuals employed by Respondent, for any injury or damages arising from or related to Grievant's employment at Clemson University, provided that Grievant shall not be precluded from filing a claim, demand, suit or cause of action for any injury or damages arising from or related to Grievant's employment at Clemson University if such injury or damages was not known or reasonably should have been known to Grievant at the time this Agreement is executed.
5. Respondent and Grievant mutually agree that neither Party, including any employee or other person acting on behalf of Respondent, shall make any disparaging comments or remarks regarding the other Party, provided this does not preclude Grievant or Respondent, or any employee or other person acting on behalf of Respondent, from offering opinions on the other Party's professional credentials or qualities.
6. Grievant agrees to refrain from making contact with any person employed by Respondent in the Office of Research Compliance. The current incumbents in this Office are: Mervet Behery, Daniel Harris, Bridgette Owens, Lane Swanson and Marlene Ventura. "Contact" for purposes of this Agreement, shall mean the initiation of communication by Grievant by verbal or physical means, whether in-person, electronically or by telephone. Inadvertent contact, such as calling a main office extension which is answered by a person in one of the identified job positions, shall not be considered contact.

Neither party admits to any wrong-doing in this matter and this Agreement shall not be construed as an admission of any wrong-doing.

In witness of this Agreement, Grievant and Respondent's authorized representative have set their hand and seal below this _____ day of November, 2005.

GRIEVANT: Linda Fulton, DVM

RESPONDENT: Chris Przirembel, PhD, VP for Research and Economic Development