

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

AMY FROGGE, JILL SPEERING, and §
FRAN BUSH, individually, and in their §
official capacities as members of the §
Metropolitan Nashville Board of §
Public Education, §

Plaintiffs, §

v. §

Case No.: _____

SHAWN JOSEPH, §

and §

THE METROPOLITAN GOVERNMENT §
OF NASHVILLE AND DAVIDSON §
COUNTY, acting by and through §
THE METROPOLITAN NASHVILLE §
BOARD OF PUBLIC EDUCATION, §

Defendants. §

COMPLAINT

I. INTRODUCTION

1. This case arises out of a 5-3 vote by the Metropolitan Nashville Board of Public Education to censor—under penalty of personal liability—the Plaintiffs’ truthful criticism of Defendant Shawn Joseph, Nashville’s former Director of Schools. The censorship at issue was effected through a content-based “disparaging or defamatory comments” clause in ex-Director Joseph’s severance agreement. Among other defects, the clause contravenes the First Amendment and deprives the Plaintiffs’ constituents of their right to hear and receive information from their elected representatives. The Plaintiffs thus seek a declaratory judgment that the offending clause is unconstitutional and an order permanently enjoining its enforcement.

II. PARTIES

2. Plaintiff Amy Frogge is an elected official who serves on the Defendant Metropolitan Nashville Board of Public Education (“the School Board”). She represents the constituents of Metro School District 9.

3. Plaintiff Jill Speering is an elected official who similarly serves on the School Board. She represents the constituents of Metro School District 3.

4. Plaintiff Fran Bush is an elected official who serves on the School Board as well. She represents the constituents of Metro School District 6.

5. Defendant Metropolitan Nashville Board of Public Education, an agent of the Defendant Metropolitan Government, is the elected school board that oversees public education for the Metropolitan Government of Nashville and Davidson County. “The school board represents the public’s voice in public education, providing oversight for what the public schools need and what the community wants.”¹ The School Board can be served at 1 Public Square Suite 108, Nashville, Tennessee, 37219.

6. Defendant Shawn Joseph (“Joseph”) is the former Director of Schools of Metropolitan Nashville and Davidson County. His employment was terminated by the School Board pursuant to the Severance Agreement attached hereto as **Exhibit #1**. Defendant Joseph can be served at his residence or wherever he may be found.

III. JURISDICTION, AUTHORITY, AND VENUE

7. This Court has jurisdiction over this action pursuant to Tenn. Code Ann. § 1-3-121, Tenn. Code Ann. § 29-14-102, and 42 U.S.C. § 1983.

¹ *The Metropolitan Nashville Board of Public Education*, METRO. NASHVILLE PUB. SCHS. <https://www.mnps.org/board-of-education> (last visited Oct. 10, 2019).

8. This Court is vested with the authority to issue a declaratory judgment and injunction with the force and effect of a final decree pursuant to Tenn. Code Ann. § 1-3-121, Tenn. Code Ann. § 29-14-102(c), Tenn. Code Ann. § 29-1-106, and 42 U.S.C. § 1983.

9. As the county where the causes of action giving rise to the Plaintiff's Complaint arise and where all Parties reside, venue is proper in Davidson County pursuant to Tenn. Code Ann. § 20-4-101(a) and Tenn. Code Ann. § 20-4-101(b).

IV. FACTUAL ALLEGATIONS

10. On May 31, 2016, the School Board entered into an employment contract with Defendant Shawn Joseph. The employment contract provided that Joseph would serve as Metro Nashville's Director of Schools for a term beginning in 2016 and ending on June 30, 2020.

11. Over the course of Joseph's tenure as Director of Schools, his relationship with the School Board and several elected School Board members became increasingly tumultuous due to several instances of alleged misconduct and poor performance.²

12. During his tenure as Director of Schools, Joseph's alleged failure to report instances of teacher misconduct led the State of Tennessee to recommend suspension of his educator's license.³

13. After the State of Tennessee recommended that Joseph's educator's license

² See generally Phil Williams, *What you need to know about Shawn Joseph's controversies*, NEWSCHANNEL5 (updated Apr. 05, 2019), <https://www.newschannel5.com/news/newschannel-5-investigates/what-you-need-to-know-about-shawn-josephs-controversies> (detailing, *inter alia*, alleged mishandling of sexual harassment claims, findings of low employee morale and pay disparities after outside legal counsel was hired to investigate, allegations involving no-bid contracts, and changes in student discipline policy that left teachers with fewer tools to manage their classrooms).

³ See Phil Williams, *State proposes one-year suspension of Shawn Joseph's license*, NEWSCHANNEL5 (updated Mar. 26, 2019), <https://www.newschannel5.com/news/newschannel-5-investigates/metro-schools/state-proposes-one-year-suspension-of-shawn-josephs-license>.

be suspended, Joseph announced that although he would not resign from his position as Metro’s Director of Schools, he also would “not seek an extension to his contract” and was “open to finding a mutual agreement with the school board to leave the district and transition power.”⁴

14. On April 9, 2019, the School Board voted 5-3 to terminate Joseph’s employment contract and approve the terms of a Severance Agreement with him. *See Exhibit #2*, p. 2 (School Board Minutes, Apr. 9, 2019). Each of the Plaintiffs voted against approving the Severance Agreement. *See id.* (“No: Jill Speering, Fran Bush, Amy Frogge.”).

15. The Severance Agreement became effective on April 17, 2019. The Severance Agreement also included mutual, content-based “disparaging or defamatory comments” clauses that purported to censor and prevent: (1) Joseph, (2) the School Board, and (3) the School Board’s individual members, including the Plaintiffs—all public officials with roles that carry significant public interest—from disparaging one another or making truthful statements about one another that would “tend[] to harm a person’s reputation by subjecting the person to public contempt, disgrace or ridicule, or by adversely affecting the person’s business.” *See Exhibit #1*, pp. 1–2, ¶ 1(f); pp. 2–3, ¶ 2(e).

16. The first “disparaging or defamatory comments” clause (the “School Board Censorship Clause”)—which purports to “be effective for the Board collectively and binding upon each Board member individually,” including the dissenting School Board Members who voted against adopting it, *see id.* at p. 2, ¶ 1(f)(2)—provides as follows:

⁴ Jason Gonzales & Nate Rau, *Nashville school board readies for fight over future of Director Shawn Joseph*, TENNESSEAN (updated Mar. 25, 2019), <https://www.tennessean.com/story/news/education/2019/03/25/nashville-schools-director-shawn-joseph-not-seek-contract-extension/3267200002/>.

f. (1) For purposes of the subsection (f), these terms have the following meanings:

“Disparaging” means a false and injurious statement that discredits or detracts from the reputation of another person.

“Defamatory” means a statement or communication tending to harm a person’s reputation by subjecting the person to public contempt, disgrace, or ridicule, or by adversely affecting the person’s business.

(2) The Board will not make any disparaging or defamatory comments regarding Dr. Joseph and his performance as Director of Schools. This provision shall be effective for the Board collectively and binding upon each Board member individually. Dr. Joseph does not waive any right to institute litigation and seek damages against any Board member in his/her individual capacity who violates the terms and conditions this [sic] Article of the agreement.

Id. at pp. 1–2, ¶ 1(f).

17. The School Board Censorship Clause effects a prior restraint upon the Plaintiffs’ right and ability to make a vast number of constitutionally protected “comments regarding Dr. Joseph and his performance as Director of Schools.”

18. The School Board Censorship Clause defines “defamation” in a way that forbids the Plaintiffs even from expressing truthful criticism of Joseph—a public figure—if such criticism would “harm [Joseph’s] reputation by subjecting [him] to public contempt, disgrace, or ridicule, or by adversely affecting [his] business.”

19. The School Board Censorship Clause is expressly content-based, forbidding only qualifying “comments regarding Dr. Joseph and his performance as Director of Schools,” while allowing any and all other commentary, whether tortious or otherwise, regarding any other person or subject.

20. The School Board Censorship Clause is expressly speaker-based, applying exclusively to “the Board collectively and [] each Board member individually.”

21. The School Board Censorship Clause censors and forbids, under penalty of

personal liability, a vast amount of constitutionally protected and non-tortious speech.

22. The School Board Censorship Clause forbids the Plaintiffs—three duly elected officials who have a duty and obligation to their constituents—from speaking candidly and honestly with their constituents and with other elected officials, including one another, about matters essential to their offices and their official duties.

23. The Plaintiffs have thus commenced this action to secure a judgment invalidating the offending School Board Censorship Clause, which not only unlawfully restrains their own constitutionally protected speech, but which also infringes upon their constituents’ concomitant right to hear and receive information from their elected representatives.

V. CAUSES OF ACTION

1. Violation of U.S. CONST. amends. I and XIV

24. The Plaintiffs reincorporate and reallege the foregoing allegations as if fully set forth herein.

25. The School Board Censorship Clause effects a content-based and speaker-based prior restraint of the Plaintiffs’ constitutionally protected free speech rights in both their official and individual capacities.

26. The School Board Censorship Clause prohibits the Plaintiffs from truthfully criticizing Defendant Joseph or commenting upon official proceedings and other matters regarding him if their truthful commentary would “harm [Joseph’s] reputation by subjecting [him] to public contempt, disgrace, or ridicule” or “adversely affect[] [his] business.”

27. The School Board Censorship Clause allows the School Board and its

members to make laudatory false statements about Defendant Joseph while simultaneously forbidding them from making false statements that would “discredit[] or detract[]” from his reputation.

28. The School Board Censorship Clause is expressly speaker-based, purporting to be effective only “for the Board collectively and [] each Board member individually,” but censoring no other person or entity.

29. The School Board Censorship Clause prohibits the Plaintiffs from truthfully communicating with their constituents, with one another, and with other elected officials about matters essential to their offices and their duties as elected representatives.

30. The School Board Censorship Clause forbids a vast amount of constitutionally protected and non-tortious speech and is unconstitutionally overbroad.

31. The School Board Censorship Clause contravenes the First Amendment rights of the Plaintiffs’ constituents to hear and receive information and ideas from their elected representatives.

32. The School Board Censorship Clause contravenes the First and Fourteenth Amendments to the United States Constitution, and it is unenforceable and should be declared a nullity as a consequence.

2. Violation of TENN. CONST. art. I, § 19, Tenn. Code Ann. § 1-3-121, and Tenn. Code Ann. § 8-50-602

33. The Plaintiffs reincorporate and reallege the foregoing allegations as if fully set forth herein.

34. The School Board Censorship Clause violates the more expansive protections of TENN. CONST. art. I, § 19.

35. The School Board Censorship Clause constitutes illegal and

unconstitutional governmental action that is subject to declaratory and injunctive relief under Tenn. Code Ann. § 1-3-121.

36. Tennessee Code Annotated § 8-50-602(a) provides that “[n]o public employee shall be prohibited from communicating with an elected public official for any job-related purpose whatsoever.”

37. Notwithstanding Tennessee Code Annotated § 8-50-602(a), the School Board Censorship Clause prohibits the Plaintiffs from communicating with other elected public officials and one another for job-related purposes regarding Defendant Joseph.

38. The School Board Censorship Clause inhibits the flow of information between the Plaintiffs and public officials and prevents the Plaintiffs from doing the jobs that they were elected to do.

39. The School Board Censorship Clause contravenes Tennessee public policy to the extent that it prohibits the Plaintiffs from carrying out the full measure of their duties as elected officials and engaging truthfully with their constituents, with other elected officials, and with one another.

40. The School Board Censorship Clause is unlawful and contrary to Tennessee law to the extent that it prohibits the Plaintiffs from reporting crime, cooperating with official investigations, providing truthful testimony, or making constitutionally protected statements in their official and individual capacities regarding matters of public concern.

41. The School Board Censorship Clause thus violates Tennessee law and is unenforceable.

VI. CLAIMS FOR RELIEF

WHEREFORE, the Plaintiffs respectfully request that this Court:

1. Issue a final judgment declaring that the School Board Censorship Clause violates the First and Fourteenth Amendments to the U.S. Constitution, article I, section 19 of the Tennessee Constitution, and Tenn. Code Ann. § 8-50-602(a);
2. Enter an order permanently enjoining enforcement of the School Board Censorship Clause;
3. Award Plaintiffs their reasonable costs and attorney's fees pursuant to 42 U.S.C. § 1988(b);⁵ and
4. Grant Plaintiffs all other relief to which they are entitled.

Respectfully submitted,

By: /s/ Daniel A. Horwitz
Daniel A. Horwitz, BPR #032176
1803 Broadway, Suite #531
Nashville, TN 37203
daniel.a.horwitz@gmail.com
(615) 739-2888

Counsel for Plaintiffs

⁵ Any fee award obtained as a result of this action shall be donated to a charitable purpose.

DR. SHAWN JOSEPH SEVERANCE AGREEMENT

This Severance Agreement is entered into on this 17 day of April, 2019, by and between the Metropolitan Nashville Board of Public Education ("Board") and Dr. Shawn Joseph ("Dr. Joseph"). Hereinafter, the Board and Dr. Joseph collectively will be referred to as the "Parties."

WHEREAS, Dr. Joseph's employment contract dated May 31, 2016, provides that he will serve as Director of Schools for a term ending on June 30, 2020; and

WHEREAS, the Parties have mutually decided to terminate Dr. Joseph's employment contract as Director of Schools effective April 12, 2019, with the understanding that Dr. Joseph will remain available to assist the Board and answer questions until an Interim Director of Schools is in place.

NOW, THEREFORE, in exchange for the mutual consideration provided under this Severance Agreement, the Parties agree as follows:

II. TERMS AND CONDITIONS

1. The Board's Agreement.

- a. All terms and conditions of Dr. Joseph's employment contract executed on May 13, 2016 remain in effect until April 12, 2019, at which time this Severance Agreement shall supersede the employment contract; and
- b. Dr. Joseph will be entitled to accrued leave compensation as outlined in Section 10.f. of his employment contract executed on May 13, 2016; and
- c. Although Dr. Joseph's obligations and contract for the Director of Schools will have terminated as of April 12, 2019, Dr. Joseph will continue to receive his current salary, payable bi-weekly, less applicable payroll deductions, through July 31, 2019. Dr. Joseph will continue to receive his current insurance benefits and pension contributions through July 31, 2019. Within 15 business days of July 31, 2019, the Metropolitan Nashville Public Schools will issue a check in the amount of **\$261,250.00** payable to "Shawn Joseph," less applicable payroll deductions.
- d. Dr. Joseph shall be reimbursed for his reasonable attorney fees up to a cap of \$10,000 associated with the defense of his professional educator's license as a result of an alleged failure to report certain employee conduct pursuant to T.C.A. § 49-5-417.
- e. No additional compensation or reimbursement will be paid to Dr. Joseph for any reason except as provided in this Section 1.
- f. (1) For purposes of this subsection (f), these terms have the following meanings:

"Disparaging" means a false and injurious statement that discredits or detracts from the reputation of another person.

“Defamatory” means a statement or communication tending to harm a person’s reputation by subjecting the person to public contempt, disgrace, or ridicule, or by adversely affecting the person’s business.

(2) The Board will not make any disparaging or defamatory comments regarding Dr. Joseph and his performance as Director of Schools. This provision shall be effective for the Board collectively and binding upon each Board member individually. Dr. Joseph does not waive any right to institute litigation and seek damages against any Board member in his/her individual capacity who violates the terms and conditions this Article of the agreement.

2. Dr. Joseph’s Agreement. In exchange for the consideration provided under this Severance Agreement, the adequacy and sufficiency of which Dr. Joseph hereby acknowledges, Dr. Joseph agrees as follows:

- a. On behalf of himself, and all of his heirs, executors, administrators, representatives, predecessors, successors, and assigns, Dr. Joseph hereby RELEASES AND FOREVER DISCHARGES, to the maximum extent permitted by law and without reservation or exception, the Metropolitan Government of Nashville and Davidson County (“Metro”), the Board, individual members of the Board, and all of their current and/or former officers, fiduciaries, employees, agents, successors, assigns, and/or any and all other entities currently and/or formerly affiliated with or related to Metro, the Board or the Metropolitan Nashville Public Schools (collectively hereinafter “METRO AFFILIATES”) from any and all claims, known or unknown, suspected or unsuspected, that he and/or anyone acting on his behalf holds or owns, or has at any time, against Metro and/or any METRO AFFILIATES;
- b. All terms and conditions of Dr. Joseph’s employment contract executed on May 13, 2016 remain in effect until April 12, 2019, at which time this Agreement shall supersede the employment contract; and
- c. Dr. Joseph shall continue to perform the duties of the Director of Schools until April 12, 2019, after which those duties, and Dr. Joseph’s employment with the Board, shall terminate;
- d. Notwithstanding subsection (c) of this paragraph 2 to the contrary, Dr. Joseph agrees to provide assistance to the Board Chair and the Interim Director, and agrees to answer questions at the Board’s and/or Interim Director’s request, by telephone and/or via electronic mail through July 31, 2019. Dr. Joseph shall make a good faith effort to provide such assistance in a timely manner.
- e. (1) For purposes of this subsection (e), these terms have the following meanings:

“Disparaging” means a false and injurious statement that discredits or detracts from the reputation of another person.

“Defamatory” means a statement or communication tending to harm a person’s reputation by subjecting the person to public contempt, disgrace, or ridicule, or by adversely affecting the person’s business.

(2) Dr. Joseph will not make any disparaging or defamatory comments regarding Metro, the Board, individual members of the Board, and/or any METRO AFFILIATES, or their respective current or former officers or employees in any respect. Dr. Joseph agrees that the Board does not waive any right to institute litigation and seek damages against him if he violates the terms and conditions of this Article of the agreement.

- f. Dr. Joseph acknowledges and agrees that all intellectual property (e.g. drawings, designs, presentations, software, ideas and innovations), created by or with the assistance of Dr. Joseph, except those works created exclusively by Dr. Joseph, are the property of Metropolitan Nashville Public Schools and shall not be used without the Board’s consent.
 - g. Dr. Joseph agrees to cooperate with Metro and the Board in the defense of lawsuits regarding actions or events that occurred during Dr. Joseph’s tenure as Director of Schools. Such cooperation shall include, but not be limited to, answering questions posed by counsel for Metro and/or the Board, responding to discovery requests, and providing sworn testimony at depositions and/or trial. Pursuant to the dictates of its policies set forth in Sections 2.40.120 through 2.40.140 of the Metropolitan Code, Metro agrees that it will provide representation and coverage for damages to Dr. Joseph for any litigation not filed as of the date of this Agreement concerning causes or actions that may have occurred during the time that he served as Director of Schools.
3. Covenant Not to Sue. Each of the Parties agrees never to file, institute, direct, or maintain against any of the other Parties (or their respective Releases as provided herein) any suit, charge, claim, complaint, proceeding or action in or before any court, administrative agency, arbitral panel or other body or tribunal asserting, directly or indirectly, any claim that is released and compromised by this Agreement.
4. Assignment or Transfer. Each of the Parties represents and warrants that he/it have not assigned or transferred, or purported to assign or transfer, to any other person or entity, in whole or in part, voluntarily, involuntarily, or by operation of law, any right, claim, interest, and property released or transferred pursuant to this Severance Agreement, or any portion thereof, and that he/it have sole, complete and entirely unencumbered right, title and interest in and to the rights, claims, interests, and property released or transferred under this Severance Agreement.
5. Consultation of Legal Counsel. Each of the Parties acknowledges and represents that: (i) he/it has had an opportunity to receive independent legal and other advice in this matter from counsel and advisors of his/its own choosing and is entering into this Severance Agreement freely and voluntarily, wholly upon his/its own judgment, belief and knowledge; and (ii) except as expressly set forth herein, he/it do not rely and have

not relied upon any warranty, inducement, or promise by any other party hereto, or any of such other party's agents, directors, officers, employees, representatives, or attorneys, with respect to the subject matter, basis, or effect of this Agreement.

6. Material Terms. If any provision of paragraphs 1 and/or 2 of this Severance Agreement is ever declared unenforceable, void, or invalid, and Dr. Joseph reasserts any claim released herein, then Dr. Joseph agrees to repay Metro all consideration provided under paragraph 1 of this Severance Agreement, notwithstanding any law, regulation, or agency interpretation/opinion to the contrary, upon demand and without resort to litigation. In the event that Metro is required to resort to litigation to obtain repayment of the consideration provided under paragraph 1 of this Severance Agreement, Metro shall be entitled to recover its attorneys' fees incurred if it prevails.
7. Severability. If any provision of this Severance Agreement other than paragraph 1 or 2, is ever declared unenforceable, void, invalid, or voidable, then the parties intend that the validity, legality, and enforceability of the remaining provisions of this Severance Agreement shall in no way be affected or impaired and that the remaining provisions of this Severance Agreement shall remain valid and enforceable as written to the maximum extent permitted by law.
8. Effect of Agreement. This Severance Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, executors, administrators, predecessors, successors, transferees, and assigns.
9. Choice of Law. This Severance Agreement shall be governed and construed under the laws of the State of Tennessee.
10. Execution in Counterparts. This Severance Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same document.
11. Entire Agreement. This Severance Agreement constitutes the entire agreement and understanding among the Parties with respect to the subject matter hereof and fully supersedes any and all prior or contemporaneous agreements, understandings, negotiations and discussions, both written and oral, among the Parties with respect to the subject matter covered hereunder.
12. Modification. Neither this Severance Agreement nor any term hereof may be modified, canceled, amended, waived or otherwise altered in any way, in whole or in part, except by way of a written agreement signed by the authorized representatives of the Parties and which specifically mentions this Severance Agreement.
13. Waiver. No provision of, or breach or default under, this Severance Agreement shall be deemed waived, in whole or in part, by the course of conduct of any Party, and the failure of any Party to insist upon strict adherence to any term of this Severance Agreement shall not constitute a waiver of any right arising hereunder or deprive such

party of the right thereafter to insist upon strict adherence to that term or any other term of this Severance Agreement.

14. No Presumption. This Severance Agreement has been drafted and reviewed jointly by the Parties and their respective counsel and no presumption in construction or interpretation shall be applied for the benefit of, or against, any of the Parties.
15. Effectuating the Agreement. The Parties agree to execute all documents and to take all actions that may be necessary or appropriate to effectuate this Agreement.
16. Costs and Fees. The amount paid to Dr. Joseph under paragraph 1 of this Severance Agreement is intended by the Parties to be an all-inclusive amount and shall release Metro and the Board from any liability to Dr. Joseph in this matter, including but not limited to all costs, interest and/or attorneys' fees. Except as otherwise expressly set forth herein, the Parties shall each bear their own costs and expenses, including attorney and other advisor fees, with respect to matters relating to the subject matter of this Severance Agreement, including without limitation the preparation and implementation of this Severance Agreement.
17. No Admission of Liability. The Parties acknowledge and agree that Dr. Joseph has not asserted any type of claim related to his employment by the Board. Nevertheless, the Parties agree that neither the existence of this Severance Agreement nor anything contained in this Severance Agreement shall constitute an admission of any liability or fault on the part of Metro, the Board, or any METRO AFFILIATE with respect to any potential claims by Dr. Joseph, for which liability is expressly denied.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

[Remainder of Page Intentionally left blank.]

[Signature Page Follows.]

DR. SHAWN JOSEPH:

Shawn Joseph
Signature

Date: 4/11/19

STATE OF TENNESSEE)

Davidson)

COUNTY OF)

On the 11th day of April, 2019, before me personally appeared Shawn Joseph, to me known to be the person who executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me this 11th day of April, 2019.

Melissa R. Bryant
NOTARY PUBLIC

My Commission Expires: My Commission Expires October 7, 2019



THE METROPOLITAN BOARD OF PUBLIC EDUCATION:

APPROVED:



Sharon Gentry, Ed.D.
Chair, Metropolitan Board of Public Education

4/17/19

Date

APPROVED AS TO FORM AND LEGALITY:



Metropolitan Attorney

4/17/19

Date

8738719

2019 APR 17 PM 2:41
FILED METROPOLITAN CLERK

METROPOLITAN BOARD OF PUBLIC EDUCATION MEETING – April 9, 2019

Members present – Sharon Gentry (Chair), Rachael Anne Elrod, Jill Speering, Anna Shepherd, Christiane Buggs (Vice-chair), Fran Bush, Gini Pupo-Walker, Will Pinkston, Amy Frogge

Members absent - Anna Shepherd

Meeting called to order at 5:00 p.m.

CONVENE and ACTION

- A. Call to Order
Dr. Gentry called the meeting to order.
- B. Pledge of Allegiance
Led by Tequila Johnson, The Equity Alliance.
- C. Quorum Validation
There was a quorum present at the meeting.
- D. Adoption of the Agenda

Motion to accept the agenda.

Motion by Mr. Pinkston, seconded Ms. Pupo-Walker

Final Resolution: Motion Passes

Yes: Sharon Gentry, Rachael Anne Elrod, Christiane Buggs, Fran Bush, Gini Pupo-Walker, Amy Frogge, Jill Speering

- E. Termination of Director's Contract

Motion for the Board to hire independent counsel to negotiate the terms of the Director of Schools contract.

Motion by Amy Frogge, seconded by Jill Speering

Final Resolution: Motion Fails

Yes: Amy Frogge, Fran Bush, Jill Speering

No: Sharon Gentry, Christiane Buggs, Will Pinkston, Gini Pupo-Walker, Rachael Anne Elrod

Dr. Gentry read the terms of the proposed Director's Severance Agreement.

**Motion to accept the terms of the severance agreement with Dr. Joseph.
Motion by Gini Pupo-Walker, second by Christiane Buggs.**

Final Resolution: Motion Passes

**Yes: Sharon Gentry, Will Pinkston, Rachael Anne Elrod, Christiane Buggs,
Gini Pupo-Walker**

No: Jill Speering, Fran Bush, Amy Frogge

AND THE GOOD NEWS IS...

- A. J.T. Moore Middle School displayed artwork before the Board Meeting.
- B. Hadley Harmony Choir from Dupont-Hadley Middle Schools performed before the Board Meeting.

PUBLIC PARTICIPATION

- A. Rep. Love – Rep. Love addressed the Board concerning the Board's relationship with the Director of Schools.
- B. Kelly Watlington – Ms. Watlington addressed the Board concerning issues within the district such as funding and Board/Director relations.
- C. Fallon Wilson – Ms. Wilson addressed the concerning the Board and Director's Relationship and issues within the Board.
- D. Lucas Leverett – Mr. Leverett addressed the Board concerning the future of MNPS.
- E. Deyonna Fairbanks – Ms. Fairbanks addressed the Board concerning her experiences within MNPS.
- F. Liz Lyons – Ms. Lyons addressed the Board concerning her experiences within MNPS.
- G. Sonya Thomas – Ms. Thomas addressed the Board concerning her experiences within MNPS.
- H. Parnell Jackson - Mr. Jackson addressed the Board concerning her experiences within MNPS.
- I. Golding Calix – Ms. Calix addressed the Board concerning her experiences within MNPS.
- J. Brooke Huppenthal – Ms. Huppenthal addressed the Board concerning partnering with MNPS.
- K. Brad Rayson – Mr. Rayson addressed the Board concerning SEIU's positive experiences of working with Dr. Joseph. He also thanked the Board for passing a budget that includes needed resources for students and staff.
- L. Clifton Harris – Mr. Harris addressed the Board concerning the Board's conflicts and differences.
- M. Keith Caldwell – Mr. Caldwell addressed the Board concerning funding of schools in the Pearl-Cohn cluster.
- N. Constance Wade – Ms. Wade addressed the Board concerning discipline issues within MNPS.

GOVERNANCE ISSUES

A. Consent

1. Consent

- a. Recommended Approval of Request #7 for Andrew Jackson Elementary School (ADA Playground Accommodation) - Playworld Preferred
- b. Awarding of Purchases and Contracts
 1. CDW-G
 2. Envirowerks, LLC
 3. JLT Foods, LLC dba Piepers Pies
 4. Maury County Public Schools
 5. Rethink Autism, Inc.
 6. Teaching Strategies, LLC
 7. Tennessee Higher Education Commission (2 amendments)
 8. TNTP, Inc.
 9. Vertiv Services, Inc.
 10. Xcalibur, Inc..
- c. Approval of CTE Special Courses and Special Program of Study Submission (SPOS)
- d. Special Course Approval for Global Religious Studies
- e. Approval of Social Studies and World Language Textbooks
- f. Legal Settlement Claim #C-38222 (\$5,500)

Ms. Buggs read the consent.

Motion to approve the consent agenda as read.

Motion by Christiane Buggs, second by Will Pinkston.

Final Resolution: Motion Passes

Yes: Sharon Gentry, Will Pinkston, Rachael Anne Elrod, Christiane Buggs, Fran Bush, Gini Pupo-Walker, Amy Frogge

Not Present : Jill Speering

B. Recommended Approval of Fiscal Year 2019-2020 Operating Budget – Budget Committee

Motion to Approve the Fiscal Year 2019-2020 Operating Budget.

Motion by Christiane Buggs, second by Gini Pupo-Walker.

Final Resolution: Motion Passes

Yes: Sharon Gentry, Rachael Anne Elrod, Jill Speering, Christiane Buggs, Fran Bush, Gini Pupo-Walker, Amy Frogge

Abstain: Will Pinkston

C. Recommended Approval of Nutrition Services Fund Budget – Budget Committee

Motion to Approve of Nutrition Services Fund Budget – Budget Committee

Motion by Christiane Buggs, second by Will Pinkston.

Final Resolution: Motion Passes

Yes: Sharon Gentry, Will Pinkston, Rachael Anne Elrod, Jill Speering, Christiane Buggs, Fran Bush, Gini Pupo-Walker, Amy Frogge

D. Recommended Approval of Federal Programs and Grants Fund – Budget Committee

Motion to Approve the of Federal Programs and Grants Fund

Motion by Christiane Buggs, second by Will Pinkston.

Final Resolution: Motion Passes

Yes: Sharon Gentry, Will Pinkston, Rachael Anne Elrod, Jill Speering, Christiane Buggs, Fran Bush, Gini Pupo-Walker, Amy Frogge

Action: E. Appointment of Interim Director

Motion to appoint Adrienne Battle as Interim Director.

Motion by Rachael Anne Elrod, second by Fran Bush.

Final Resolution: Motion Passes

Yes: Will Pinkston, Rachael Anne Elrod, Jill Speering, Christiane Buggs, Fran Bush, Gini Pupo-Walker, Amy Frogge

Abstain: Sharon Gentry

ANNOUNCEMENTS

- A. Ms. Bush announced that the SE Easter Egg Hunt will be held on April 13 at the SE Community Center.
- B. Ms. Elrod announced that April is Autism Awareness month.
- C. Ms. Speering announced that she met with teachers concerning the budget at Dan Mills Elementary School.
- D. Ms. Buggs announced the upcoming MNPS Next meetings.
- E. Mr. Pinkston announced that his Board resignation would go in effect at a future date.
- F. Ms. Pupo-Walker announced that Hillsboro High School would host a Community Yard Sale and Blood Drive on April 13th.
- G. Ms. Pupo-Walker announced that the Hillsboro High School PAC would meet on April 11th at 6:30 p.m.
- H. Ms. Pupo-Walker congratulated Special Olympian Grant Marshall for competing in his first race.

- I. Ms. Frogge gave details on the upcoming voucher bill in the legislation HB939 and SB799.

WRITTEN INFORMATION TO THE BOARD

- A. New Hire Report
B. Sales Tax Collections as of March 20, 2019

Ms. Buggs adjourned the meeting at 6:39 p.m.



Chris M. Henson
Board Secretary

Sharon Gentry Date
Board Chair