

**IN THE CHANCERY COURT OF LEFLORE COUNTY, MISSISSIPPI
SEVENTH JUDICIAL DISTRICT**

MONTRELL GREENE

PLAINTIFF

VS.

CAUSE NO. 16-0002

**GREENWOOD PUBLIC SCHOOL DISTRICT
AND DEIRDRE MAYES, RANDY CLARK AND
SAMANTHA MILTON, In their Individual and
Official Capacities**

DEFENDANT

ORDER AND OPINION OF THE COURT

THIS MATTER is before the Court on the Complaint for Discovery and For Preliminary Injunction: Request for Discovery filed by the Plaintiff, Montrell Greene, on January 13, 2016. The Defendants, Greenwood Public School District, Dierdre Mayes, Randy Clark and Samantha Milton, filed a Motion To Dismiss and Motion To Quash on February 4, 2016. The parties made oral arguments to the Court on March 7, 2016. Having heard oral arguments and examined the briefs, and all premises considered, the Court finds that the Plaintiff's Complaint for Discovery and For Preliminary Injunction: Request for Discovery is well taken and the relief requested shall be GRANTED.

Statement of Facts

On April 10, 2013, Dr. Montrell Greene was employed as Superintendent of Greenwood Public School District (hereinafter Greenwood PSD). Dr. Montrell Greene (hereinafter Dr. Greene) was awarded a three (3) year contract for the school terms of 2013-2014, 2014-2015, and 2015-2016 with annual renewals. On October 17, 2014, Dr. Greene's contract of



employment was extended to June 30, 2017. On January 20, 2015, Dr. Greene's contract of employment was extended to June 30, 2018.

Defendant Samantha Milton (hereinafter Milton) was appointed to the Board of Trustees for Greenwood PSD in February 2015, by Carolyn McAdams, Mayor of the City of Greenwood, Mississippi. Mayor McAdams appointed Defendant Deirdre Mays (hereinafter Mays) to the Board of Trustees for Greenwood PSD in October, 2015. Mayor McAdams appointed Defendant Randy Clark (hereinafter Clark) to the Board of Trustees for Greenwood PSD in December, 2015. On January 4, 2016, the Board of Trustees for Greenwood PSD held a special called meeting wherein they voted 3-1 to terminate Dr. Greene. On January 5, 2016, Dr. Green received a letter from Attorney Carlos Palmer, Counsel for Greenwood PSD, stating that he was being terminated "*for cause.*"

On January 4, 2016, Dr. Greene had a contract with Greenwood PSD for another (30) months with an annual salary of \$148,000.00. On January 11, 2016, Dr. Greene, by and through his counsel, Attorney Willie Griffin, requested that the Board of Trustees for Greenwood PSD provide the specific reasons for his termination and the factual basis that supported their decision. On January 11, 2016, Attorney Carlos Palmer informed Attorney Willie Griffin that Dr. Greene's request was being denied by the Greenwood PSD.

Legal Analysis

Minutes shall be kept of all meetings of the school board showing (a) the member present and absent; (b) the date, time, and place of the meeting; (c) an accurate recording of any final actions taken at such meeting; (d) the date, time, and place of the meeting; (e) any other information that the school board requests to be reflected in the minutes. *Miss. Code Ann. §37-6-9*

Any licensed employee in any school district may be dismissed or suspended for incompetence, neglect of duty, immoral conduct, intemperance, brutal treatment of a pupil or other good cause. *Miss. Code Ann. § 37-9-59*. In the case at bar, Dr. Greene was issued a letter by Attorney Palmer on behalf of the Greenwood PSD stating that the reason for his termination was “*for cause*.” This ambiguous reason for Dr. Greene’s termination makes it impossible for this Court to interpret if the reason given is in fact based on a sound legal standard. A dismissed or suspended licensed employee must be notified of the charges against him and is entitled to a public hearing. *Miss. Code Ann. § 37-9-59 and Miss Code Ann. § 37-9-111 (1)*.

The Mississippi Legislature recently made a change to the law wherein a school superintendent whose employment has been terminated no longer has the right to request a hearing before the school board or a hearing officer. *Miss. Code Ann. § 37-9-59 and Miss. Code Ann. § 37-9-111 (9)*. Mississippi legislature has made it abundantly clear that superintendents are no longer afforded the protection of *Miss. Code Ann. § 37-9-59 and Miss. Code Ann. § 37-9-111*. However, it is not clear if the Mississippi legislature still intend for *Miss. Code Ann. § 37-9-113* to apply to superintendents. An employee aggrieved by a final decision of the school board is entitled to judicial review. Any employee may appeal to the chancery court of the judicial district in which the school district is located. The scope of review of the Chancery Court in such cases must be limited to a review of the record made before the school board or hearing officer to determine if the action of the school board is unlawful for the reason that it was: (a) Not supported by any substantial evidence; (b) Arbitrary or capricious; or (c) In violation of some statutory or constitutional right of the employee. *§ Miss. Code Ann. 37-9-113 (1) (2) (3)*.

The Legislature has created an unreasonable void between *Miss. Code Ann. § 37-9-59*, *Miss. Code Ann. § 37-9-111 (9)* and *Miss. Code Ann. § 37-9-113*. Thus, this Court must look to other equitable solutions to ensure that the rights of the common citizens are protected while not diminishing the rules of law which have been set forth by the legislative branch.

A Bill of discovery must be for matters which lie only in the knowledge of the Defendant, and must call for something which is not in the complainant's power to set out in his bill. *Buckner v. Ferguson*, 44, 46 Miss. 677 (1870). In the instant case, the Greenwood PSD's specific reasons for Dr. Greene's termination lie only in their knowledge. Bills of discovery are cognizable in equity courts. Const. 1890 § 160. *Callender v. Lamar Life Ins. Co.* (Miss. 1938). The power and authority of the Chancery Court to grant the substantive relief of "discovery" remains viable and available although it has been broadened and simplified by M.R.C.P. 26-37. *State Oil & Gas Board v. John McGowan* 542, 545 So.2d 244 (1989). If the equity of the case depends solely upon the equity of discovery, the complaint must show that the plaintiff has been diligent and has made reasonable effort to obtain information. *Moore v. Bell Chevrolet-Pontiac-Buick-GMC, LLC*, 864, 870 So. 2d 939 (2004). The Court finds that Attorney Griffin's letter of January 11, 2016 to Attorney Carlos Palmer requesting the specific reasons for Dr. Greene's termination and the factual basis that supported that decision was a reasonable effort to obtain such information. Additionally, the Court would note that Dr. Greene could well be subjected to a frivolous lawsuit claim if he goes forth simply guessing at the basis for his termination.

A public employee under contract at the time of his dismissal has an expectancy in continued employment until his contract is due to expire. *Harris v. Canton Separate Public*

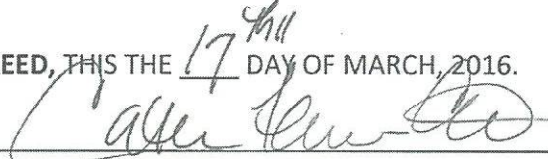
School Bd. of Educ., 655, 659 So.2d 898 (1995) This interest is also protected under the Due Process Clause of the Fourteenth Amendment to the U.S. Constitution, and Section 14 of Miss. Const. Art III (1890). In the case at bar, Dr. Greene had an employment contract which did not end until June 30, 2018. Dr. Green had an expectancy in continued employment until the end of the 2017-18 school year.

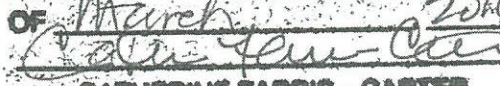
Conclusion

Based on these foregoing reasons, this Court finds that the Plaintiff's Complaint for Discovery and For Preliminary Injunction: Request for Discovery is hereby **GRANTED**. The Court would further find that the Defendant's Motion To Dismiss and Motion to Quash is not well founded and is hereby **DENIED**.

THEREFORE ORDERED ADJUDGED AND DECREED AS FOLLOWS: That the Defendants, Greenwood Public School District, Deirdre Mays, Randy Clark and Samantha Milton shall have 5 days from the execution of this Order to provide the Plaintiff, Dr. Montrell Greene, with the requested information. The information shall be provided in camera to the Court and the Plaintiff.

SO ORDERED, ADJUDGED AND DECREED, THIS THE 17th DAY OF MARCH, 2016.


CATHERINE FARRIS - CARTER
CHANCELLOR

FILED THIS THE 17th DAY
OF March 2016

CATHERINE FARRIS - CARTER
CHANCELLOR
7TH CHANCERY COURT DISTRICT

Greenwood Public School District

Contract of Employment Between

Dr. Montrell Greene

and

Greenwood Public School District

This agreement is made and entered into as of April 10, 2013, by and between Dr. Montrell Greene and the Greenwood Public School District with Dr. Montrell Greene having been duly selected and approved for employment by the Greenwood Public School Board as Superintendent of Schools. This agreement provides as follows, to wit:


1. That Dr. Montrell Greene will be employed by the Greenwood Public School District as Superintendent of Schools from April 10, 2013 through June 30, 2013 and further for the scholastic years of 2013 – 2016 with annual renewal.
2. That the superintendent will be employed for 240 days during each scholastic year; that the superintendent will perform assigned duties beginning on April 10, 2013 and ending on June 30, 2016, or otherwise, as may be amended by the Greenwood Public School District due to an emergency or other good cause in accordance with the policies of the Greenwood Public School District.
3. That the superintendent will perform assigned duties upon his employment by the Greenwood Public School District during the school term and that the school term will consist of 240 days and will commence and end on dates established in accordance with the policies of the Greenwood Public School District.
4. That the superintendent agrees to live within the boundaries of the Greenwood Public School District unless otherwise approved by the Greenwood Public School Board. Due to the emergency circumstance of the Greenwood Public School District not having a superintendent after April 9, 2013 due to the resignation of the previous interim superintendent, the Greenwood Public School District will pay for reasonable lodging accommodations for Dr. Montrell Greene from April 10, 2013 through June 30, 2013.
5. That in consideration for the duties performed under this agreement, the Greenwood School District agrees to compensate the superintendent with an annual salary of **\$146,000.00**, which shall be paid in twelve (12) equal installments with the first payment beginning on the last working day of the month for which duties are performed or as may be otherwise provided by law; that a pro rata share of the same salary will be paid to Dr. Montrell Greene for his employment as Superintendent of Schools between April 10, 2013 through June 30, 2013, and that the annual salary be established in accordance with the policies of the Greenwood Public School District and the duties required for the position of superintendent of schools.
6. In consideration of above average school performance, the Greenwood Public School District agrees to a one time increase in the superintendent's annual compensation. Any above average school performance compensation pay will be based on each year performance results according to the follow guidelines:
 - A (3%) increase if all schools within the District have accreditation level of "C" or above;
 - A (5%) increase if 50% of the schools within the District have accreditation levels of "A" or "B" and no schools below "C";


EXHIBIT

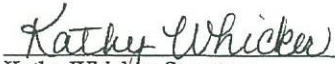
"A"

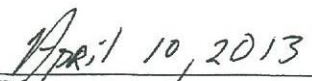
tabbles

- A (7%) increase if all schools within the District have accreditation levels of "A" or "B";
 - A (10%) increase if 80% of the schools within the District have accreditation levels of "A" with no schools below "B";
 - This increase is in addition to the superintendent's annual salary for meeting the above objectives and does not change the annual salary listed in item 5. The above average school performance compensation will be paid on a quarterly basis from local funds, not from federal, MAEP or State funds [37-7-301 (mm)], starting at the end of the first quarter after the official results are publicly published by the State of Mississippi. The superintendent must be employed by the Greenwood Public School District at each quarterly pay period to receive the performance increase unless otherwise approved by the Greenwood Public School Board.
7. That the superintendent will be granted 10 days of paid vacation time in addition to Greenwood Public School Board approved holidays for the school calendar year and that said days may be also be used as sick days or personal days by the superintendent for speaking and/or consulting engagements.
 8. This contract will be automatically extended for one (1) school year if the superintendent receives a satisfactory evaluation by the Greenwood Public School Board according to the Mississippi School Boards Association Superintendent Evaluation Instrument and as required by the State of Mississippi [37-7-301 (bbb)].
 9. The superintendent's dues and/or fees for membership in professional and civic organizations in connection with his obligations as superintendent and in order for said superintendent to positively promote the visibility of the Greenwood Public School District and to act as an advocate of the same, will be paid by the Greenwood Public School District from local funds upon the Board's approval.
 10. That this contract shall be subject to all applicable policies, resolutions, rules, and regulations of the Greenwood School District, the Mississippi Educator Code of Ethics and Standard of Conduct adopted by the Mississippi State Board of Education, and the laws of the State of Mississippi which are available in the Greenwood Public School District office.
 11. That this contract of employment has been executed in duplicate on the dates indicated as witnessed by the signature of Dr. Montrell Greene and the Greenwood Public School Board, and this contract shall supersede any previous contracts for employment entered into by Dr. Montrell Greene and the Greenwood Public School District.


George Ellis, Chairman/President
Greenwood Public School Board
Greenwood Public School District


Dr. Montrell Greene, Superintendent
Greenwood Public School District


Kathy Whicker, Secretary
Greenwood Public School Board
Greenwood Public School District


Date

**GREENWOOD PUBLIC SCHOOL DISTRICT
GREENWOOD, MISSISSIPPI**

AMENDMENT TO CONTRACT

The Contract of Employment dated April 10, 2014 between **DR. MONTRELL GREENE** as Superintendent of the Greenwood Public School District and the **GREENWOOD PUBLIC SCHOOL DISTRICT BOARD OF TRUSTEES** is amended as follows:

The Board of Trustees of the Greenwood Public School District hereby extends the contract of employment of Dr. Montrell Greene for a period of one (1) year. The present contract of employment ends June 30, 2016. By this amendment, the contract of employment of Dr. Montrell Greene is extended to June 30, 2017.

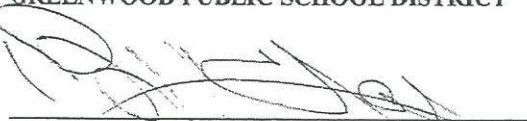
Said extension was voted upon and approved by the Greenwood Public School District Board of Trustees on February 6, 2014 and spread upon its Minutes accordingly. A copy of said Minutes are hereto attached as Exhibit "A."

Except as hereby amended, all other terms and provisions of said April 10, 2013 Contract of Employment shall remain in full force and effect.

WITNESS OUR SIGNATURES, this the 17th day of October, 2014.



**DR. MONTRELL GREENE, SUPERINTENDENT
GREENWOOD PUBLIC SCHOOL DISTRICT**



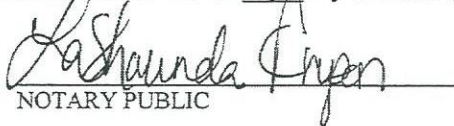
**BILL CLAY, PRESIDENT
GREENWOOD PUBLIC SCHOOL DISTRICT
BOARD OF TRUSTEES**



STATE OF MISSISSIPPI
COUNTY OF LEFLORE

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction above named, the within named, **DR. MONTRELL GREENE**, who, after first being duly sworn on his oath, stated that he is the **SUPERINTENDENT** of the **GREENWOOD PUBLIC SCHOOL DISTRICT**, and who further acknowledged before me that he signed, sealed, and delivered the above and foregoing Amendment to Contract on the day and year therein mentioned and for the purposes therein mentioned.

GIVEN under my hand and official seal of office on this the 17th day of October, 2014.

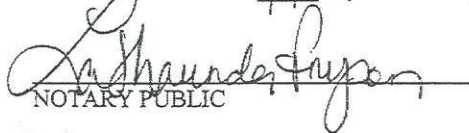

NOTARY PUBLIC

My Commission Expires: January 2, 2018

STATE OF MISSISSIPPI
COUNTY OF LEFLORE

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction above named, the within named, **BILL CLAY**, who, after first being duly sworn on his oath, stated that he is the **PRESIDENT OF THE GREENWOOD PUBLIC SCHOOL DISTRICT BOARD OF TRUSTEES**, and who further acknowledged before me that he signed, sealed, and delivered the above and foregoing Amendment to Contract on the day and year therein mentioned and for the purposes therein mentioned.

GIVEN under my hand and official seal of office on this the 17th day of October, 2014.


NOTARY PUBLIC

My Commission Expires: January 2, 2018



Minutes of the Board of Trustees, Work Session, Thursday, February 6, 2014 10

MINUTES OF THE BOARD OF TRUSTEES
OF THE GREENWOOD PUBLIC SCHOOL DISTRICT
GREENWOOD, MISSISSIPPI

Be it remembered that on this Thursday, February 6, 2014, at 4:30 P.M. the Work Session of the Board of Trustees of the Greenwood Public School District was held at the Central Office, 401 Howard Street, Greenwood, Mississippi.

Members Present

Mr. George Ellis, Jr., President
Mrs. Kathy Whicker, Secretary
Mr. Roosevelt Clay
Mrs. Lora Evans
Mrs. Connie Johnson

Members Absent

Staff Members Present

Dr. Montrell Greene, Superintendent
Mr. Chester Leigh, Assistant Superintendent
Mrs. Mary Brown, Assistant Superintendent
Mr. Willie Young, Personnel
Mrs. Shaquita Burke, Business Manager
Mr. Carlos Palmer, Board Attorney
Mrs. Margaret Dean, Director of Communications
Mrs. Claudia Jones, Executive Assistant
Mrs. Shaunteria Flowers, Secretary

Visitors Present

Bryn Stole, The Commonwealth

CALL TO ORDER AND INVOCATION. Board President, Roosevelt Clay, called the meeting to order at 4:30 P.M. with all board members present. Mrs. Whicker gave the invocation.

REVIEW OF BOARD AGENDA FOR REGULAR BOARD MEETING OF TUESDAY, FEBRUARY 11, 2014. The Board reviewed the board packet and agenda for the upcoming regular board meeting of Tuesday, February 11, 2014. The Board was presented with revisions to Board Policy, JDE – Expulsion (First Reading). Also, Dr. Greene discussed updates with the Board in reference to Senate Bill 2448, parent technology training, and student achievement updates, i.e. MAP testing and district nine weeks assessments and students being able to track their progress on IXL. Mrs. Brown also discussed student progress at the high school with board members, i.e., how they're doing on state tests such as English I and English II.

LEGISLATIVE REPRESENTATION. Mrs. Whicker made a motion, seconded by Mrs. Johnson, to approve the contract with Mr. Bob Dearing (Senator from Natchez, MS) in the sum of \$1,000 a month to include expenses for up to 3 months (February, March, and April). Voting for the motion: Mrs. Evans, Mr. Clay, Mr. Ellis, Mrs. Johnson, Mrs. Whicker. Voting against the motion: None. The motion passed.

PERSONNEL. Mr. Clay opened the floor for a motion to extend the Superintendent's contract by 1 year. Mrs. Johnson made a motion, seconded by Mrs. Whicker, to approve the extension of Dr. Montrell Greene's contract by one year, based on the terms of his existing contract. Voting for the motion: Mr. Clay, Mr. Ellis, Mrs. Johnson, Mrs. Whicker. Mrs. Evans abstained from voting. Voting against the motion: None. The motion passed.

EXHIBIT "A"

Minutes of the Board of Trustees, Work Session, Thursday, February 6, 2014 11

ADJOURNMENT. There being no further business, Mrs. Whicker made a motion, seconded by Mrs. Johnson, to adjourn the meeting at 5:18 P.M. Voting for the motion: Mr. Clay, Mrs. Evans, Mr. Ellis, Mrs. Johnson, Mrs. Whicker. Voting against the motion: None. The motion passed.


Roosevelt Clay President


Kathy Whicker Secretary

**GREENWOOD PUBLIC SCHOOL DISTRICT
GREENWOOD, MISSISSIPPI
AMENDMENT TO CONTRACT**

The Contract of Employment dated April 10, 2013 between **DR. MONTRELL GREENE** as Superintendent of the Greenwood Public School District and the **GREENWOOD PUBLIC SCHOOL DISTRICT BOARD OF TRUSTEES** is amended as follows:

The Board of Trustees of the Greenwood Public School District hereby extends the contract of employment of Dr. Montrell Greene for a period of one (1) year. The present contract of employment ends June 30, 2017. By this amendment, the contract of employment of Dr. Montrell Greene is extended to June 30, 2018.

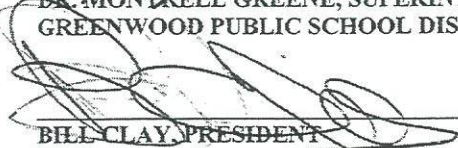
Said extension was voted upon and approved by the Greenwood Public School District Board of Trustees on January 27, 2015 and spread upon its Minutes accordingly.

Except as hereby amended, all other terms and provisions of said April 10, 2013 Contract of Employment shall remain in full force and effect.

WITNESS OUR SIGNATURES, this the 20th day of January, 2015.



**DR. MONTRELL GREENE, SUPERINTENDENT
GREENWOOD PUBLIC SCHOOL DISTRICT**



**BILL CLAY, PRESIDENT
GREENWOOD PUBLIC SCHOOL DISTRICT
BOARD OF TRUSTEES**

STATE OF MISSISSIPPI
COUNTY OF LEFLORE

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction above named, the within named, **DR. MONTRELL GREENE**, who, after first being duly sworn on his oath, stated that he is the **SUPERINTENDENT** of the **GREENWOOD PUBLIC SCHOOL DISTRICT**, and who further acknowledged before me that he signed, sealed, and delivered the above and foregoing Amendment to Contract on the day and year therein mentioned and for the purposes therein mentioned.

GIVEN under my hand and official seal of office on this the 20th day of January, 2015.



NOTARY PUBLIC

My Commission Expires: January 2, 2016

EXHIBIT

"C"

STATE OF MISSISSIPPI
COUNTY OF LEFLORE

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction above named, the within named, **BILL CLAY**, who, after first being duly sworn on his oath, stated that he is the **PRESIDENT OF THE GREENWOOD PUBLIC SCHOOL DISTRICT BOARD OF TRUSTEES**, and who further acknowledged before me that he signed, sealed, and delivered the above and foregoing Amendment to Contract on the day and year therein mentioned and for the purposes therein mentioned.

GIVEN under my hand and official seal of office on this the 21st day of January, 2015.

Lashaunda Fryson
NOTARY PUBLIC

My Commission Expires: January 2, 2018





CARLOS D. PALMER
Attorney-at-Law
Palmer Law Services, LLC
115 Fulton Street, P. O. Box 272, Greenwood, MS 38935
Phone: (662) 459-9111 / Fax: (662) 459-9115



January 5, 2016

Dr. Montrell Greene
303 E. Cleveland
Greenwood, MS 38930

HAND-DELIVERED

Re: Termination as Superintendent for GPSD

Dear Dr. Greene:

On behalf of the Board of Trustees for the Greenwood Public School District, you are hereby terminated for cause as Superintendent of the Greenwood Public School District effective January 4, 2016 and upon being informed of the same by the Board at the special call meeting that was conducted on that evening. As you are also aware, the Board voted to pay you through the month of January after you have accounted for all GPSD inventory previously assigned to you.

Also, as was agreed, you were provided an opportunity to retrieve your personal items from your former office immediately after the meeting and were further allowed to make arrangements with central office for you, or a representative, to return this morning around 9 a.m. to retrieve any such items that you were not previously retrieved by you.

If you should have any questions, please feel free to contact me.

With kindest regards, I am.

Sincerely,

Carlos D. Palmer
Attorney-at-Law

cc: Mrs. Deirdre Mayes, Board President
Mrs. Samantha Milton, Board Secretary
Mr. George Ellis, Board Member
Mr. Randy Clark, Board Member

