

IN THE CHANCERY COURT OF LEFLORE COUNTY
STATE OF MISSISSIPPI

JAMES JOHNSON-WALDINGTON

PETITIONER

VERSUS

CIVIL ACTION NO.: 23CV-42

GREENWOOD LEFLORE CONSOLIDATED
SCHOOL DISTRICT

RESPONDENT

PETITION FOR APPELLATE REVIEW

COMES NOW Petitioner James Johnson-Waldington (hereinafter "Johnson-Waldington"), by and through his attorney of record, and files this his Petition for Appellate Review of the hearing conducted by the Board of Trustees of Greenwood Leflore Consolidated School District, and in support of same, Petitioner would show unto the Court the following facts and matters, to-wit:

PARTIES

1. Petitioner Johnson-Waldington is an adult resident citizen of Bolivar County, Mississippi, residing at 143 McCain Road, Cleveland, Mississippi 38733.

2. Respondent Greenwood Leflore Consolidated School District (hereinafter "GLCSD") is a public school and political subdivision located in Leflore County, Mississippi. It may be served with process via the interim superintendent Charles Brooks at 1901 Highway 82 West, Greenwood, Mississippi 38930.

JURISDICTION

3. Jurisdiction is proper in this Court pursuant to *Miss. Code Ann.* §37-9-113 (as amended), as it provides an avenue for aggrieved employees to appeal a final decision of a school board.

FILED

JUL 27 2023

JOHNNY L. GARY, JR., CHANCERY CLERK

BY  C.

4. Venue is proper as *Miss. Code Ann. §37-9-113* (as amended) provides that venue shall be in the chancery court of the judicial district in which the school district is located. Respondent is a political subdivision located in Leflore County, Mississippi.

FACTS

5. Petitioner Johnson-Waldington was hired by the Board of Trustees of GLCSD to serve as its superintendent, and an initial contract was executed on February 18, 2022, for a term of three (3) years. Said term began July 1, 2022, and expired on June 30, 2025. However, the decision to hire Petitioner was not unanimous. Milton, Abraham and Lewis voted in favor of Johnson-Waldington, while Bailey and Moore voted against him. The board subsequently voted to extend Johnson-Waldington's contract of employment through June 30, 2026. A second contract was executed on December 19, 2022, reflecting the extension.

6. Milton lost her seat on the Board of Trustees to Fant in the November 2022 Election, and Fant took his position on the board effective January 1, 2023. Respondent voted to terminate Johnson-Waldington's employment as superintendent of GLCSD on June 6, 2023. Bailey, Moore and Fant voted in favor of termination, while Abraham and Lewis voted against it. The following reasons were submitted by the board of trustees as justifications for Petitioner's termination:

- Subpar results/data from 3rd grade state testing for the 2022-2023 school year;
- Violation of the Educator Code of Ethics (as based upon testimony you provided during testimony (sic) for Kellia Washington's hearing in December 2022);
- Fiscal mismanagement (not proactively tracking the District's fund balance and consequently borrowing 16th section land funds to cover payroll-December 2022;

- Failure to notify MDE of special called meeting for May 31, 2023 pursuant to MDE prior directive;
- Violation of the due process rights of employee Talonda Henderson.

7. Prior to the vote for termination, Dr. Roshun Bailey, President of the Board of Trustees of GLCSD, read two of the bases for termination and provided Johnson-Waldington an opportunity to respond. No documents were provided to Johnson-Waldington prior to termination, nor was he provided an opportunity to respond in writing to any the bases for termination.

8. On June 7, 2023, Carlos Palmer, the attorney for the GLCSD, transmitted correspondence to Johnson-Waldington advising that he was relieved of all duties as of the date of dismissal, setting forth the five bases for termination, and advising that he could request a hearing within five days.

9. Johnson-Waldington timely requested a hearing before an impartial hearing officer. However, the board refused the hearing officer request and elected to conduct the hearing itself.

10. The hearing took place on July 7, 2023, at 5:00 p.m. At the outstart of the hearing the board attempted to limit the time of the hearing to one hour. After an initial vote in favor of same and after arguments protesting the limitation from undersigned counsel, the board voted and authorized the Petitioner the amount of time needed to present evidence to rebut the bases for termination.

11. As to subpar results/data from 3rd grade state testing for the 2022-2023 school year, Petitioner submitted initial test scores from 2022 and 2023 which indicated a nine percent (9%) increase in 2023. Moreover, Johnson-Waldington submitted evidence that there were no specific target goals ever provided to him by the board. In order to hold

himself accountable, Petitioner submitted SMART goals to the board which were ultimately adopted. The SMART goals included a goal to increase 3rd grade ELA scores by five percent (5%). The goal was not only met, but almost doubled.

12. As to the alleged violation of the Educator Code of Ethics (as based upon testimony provided during Kellia Washington's hearing in December 2022), Petitioner offered for consideration the Educator Code of Ethics which incorporates an element of intent in the Standard of Trustworthiness. It specifically provides that an educator should not "knowingly engage in deceptive practices". Johnson-Waldington testified that he had no idea that the board was in executive session when he was on speaker phone with then board president Samantha Milton. Moreover, Samantha Milton testified that while she was certain that she stated that the board was in executive session, she could not be certain that information was heard by Johnson-Waldington. She further testified that there was no violation or other basis for Petitioner to be untruthful regarding his presence during executive session.

13. Importantly, Bailey and Fant were proponents of a motion at the January 4, 2023, board meeting to reprimand Petitioner regarding this same alleged violation of the Code of Ethics, and the motion failed with Abraham, Lewis and Moore voting against it.

14. As to fiscal mismanagement, the testimony was undisputed that the budget was adopted on July 5, 2022, four days after Petitioner began working as the superintendent and that he had no input whatsoever in the budget. The testimony further indicated that at the time of adoption, there was a significant shortfall. Johnson-Waldington came into office and began putting measures in place to address issues in the business office, such as getting the board to approve MSBA personnel to perform

bank reconciliations. In December, he proposed two options in order to meet payroll—borrow from 16th Section funds or obtain a short-term loan. All board members, with the exception of Samantha Milton, voted in favor of borrowing the funds needed to make payroll from 16th section funds. Because of Petitioner's actions, no employees of GLCSD missed a payroll check in December of 2022.

15. As to failure to notify MDE of special called meeting for May 31, 2023 pursuant to MDE prior directive, Petitioner testified that MDE was in fact notified of the special called meeting. In fact, several representatives of MDE traveled from Jackson to attend said meeting.

16. As to the alleged violation of the due process rights of employee Talonda Henderson, Johnson-Waldington testified that *Miss. Code Ann. §37-9-59* allowed him to take the actions he did based on his assessment that the employee was a danger to other students and a potential disruption to the school environment. The daughters of this employee were involved in a physical altercation involving several students. A ring video camera captured this particular employee after transporting her daughters to the home of another student for a subsequent physical altercation, and while there, the employee questioned those present regarding the location of the residence of another student involved in the initial physical altercation. The employee subsequently lied about her actions during her daughters' disciplinary hearing.

17. The evidence offered at the hearing illustrated that the justifications given by the board for dismissal lacked any supporting evidence and were not worthy of a single reprimand, let alone termination.

18. At the time of his termination, Johnson-Waldington was not on a plan of

improvement, had no verbal or written reprimands, and had a satisfactory evaluation in December of 2022.

19. At the conclusion of the hearing, the board deliberated. The motion was made to reinstate Johnson-Waldington to the position of superintendent, and the vote was 2 in favor (Abraham and Lewis) and 2 against (Bailey and Fant), with one recusal (Moore).

BASES FOR CHANCERY REVIEW

20. Petitioner realleges and adopts Paragraphs 1 through 19 above as if set forth in full hereinafter.

21. Johnson-Waldington should be restored to his position as superintendent of Greenwood Leflore Consolidated Schools due to his termination being unlawful for the following reasons:

- a. The termination was not supported by any substantial evidence;
- b. The termination was arbitrary or capricious; and
- c. The termination was in violation of Johnson-Waldington's constitutional right of due process.

22. After reviewing the transcript of the post-termination hearing held before the board of trustees of GLCSD, this Court should find that none of the offered bases are supported by substantial evidence and are therefore insufficient to uphold termination. "Substantial evidence affords a substantial basis of fact from which the fact in issue can be reasonably inferred..." *Leland School District v. Brown*, 342 So.3d 508 (Miss. App. 2022).

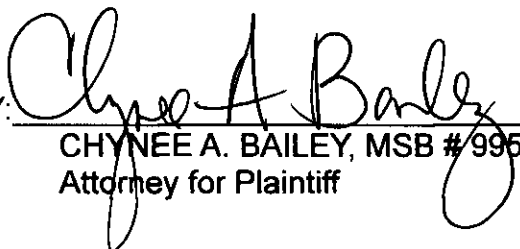
23. After reviewing the transcript of the post-termination hearing held before the board of trustees of GLCSD, this Court should find that the termination of Johnson-Waldington was arbitrary or capricious. An act is arbitrary when it is not done according to reason or judgment, but depending on the will alone." *Burks v. Amite Cnty. Sch. Dist.*, 708 So. 2d 1366, 1370 (¶14) (Miss. 1998). An action is "capricious" if it is "done without reason, in a whimsical manner, implying either a lack of understanding of or a disregard for the surrounding facts and settled controlling principles." *Id.*

24. After reviewing the transcript of the post-termination hearing held before the board of trustees of GLCSD, this Court should find that the termination of Johnson-Waldington was in violation of his constitutional right to due process. Petitioner was not notified of three of the bases for termination prior to his dismissal and consequently did not have an opportunity to respond to them.

WHEREFORE, PREMISES CONSIDERED, Petitioner James Johnson-Waldington requests that he be restored to his position as Superintendent of Greenwood Leflore Consolidated School District. Petitioner also requests that he be awarded backpay, fringe and all other contractual benefits, and such other relief to which the Petitioner may be entitled.

Respectfully Submitted,

JAMES JOHNSON-WALDINGTON

BY: 
CHYNEE A. BAILEY, MSB # 99513
Attorney for Plaintiff

Of Counsel:

Bailey Law, PLLC
Post Office Box 8121
Columbus, MS 39705
T: 601.857.8100
F: 601.857.8010

MISSISSIPPI LICENSE NO. 10090170

Leisa Silas-Stewart
Professional Bail Bondsman

Conducting Business As

Bonds
A Plus Bonding
P.O. BOX 1474
GREENWOOD MS 38930
(662)457-1283

Appeal Bond

A PLUS BAIL BONDS

APPEARANCE BOND 5 Ken Wood Court Chancery Bond \$200.00

The State of Mississippi LeFlore County Power #: 2-2059498

We, James Johnson Waddington Principal,
and LEISA SILAS-STEWART, PROFESSIONAL BONDSMAN surety, agree to pay the state of Mississippi

Two Hundred Dollars Dollars, unless the said
James Johnson Waddington shall appear before the

Chancery Court on the Ten & Ten day of _____
2023 at _____ o'clock _____ in, and from day to day and term to term until discharged by

law to answer a charge of Appeal Bond / Conditional Upon Payment
If all cost of Appeal

LEISA SILAS-STEWART Leisa (signed) Olga A. Baly

Approved By: _____
109 River Landing
Drive suite 200 Charleston
SC 29492-7595 (843-971-5441)
Palmetto Surety Corporation

Defendant's S.S. Number 6802 birthday 11/11/69

Co-Defendant
Home phone 662-588-5338 Address 143 WILSON Rd
Work phone _____ Greenwood MS 38783

THE FACE OF THIS DOCUMENT HAS A COLORED SECURITY BACKGROUND AND MICROPRINTING

POWER AMOUNT *****\$2,000.00*****

POWER OF ATTORNEY
PALMETTO SURETY CORPORATION PSC2-2059498
 75 Port City Landing, Suite 130, Mount Pleasant, SC 29464

KNOW ALL MEN BY THESE PRESENTS, that PALMETTO SURETY CORPORATION, a corporation duly authorized and existing under the laws of the State of South Carolina, does constitute and appoint the below named agent its true and lawful Attorney-in-Fact for it and in its name, place and stead, to execute and deliver for and on its behalf, as surety, a bail bond only.

Authority of such Attorney-in-Fact is limited to appearance bonds. No authority is provided herein for the execution of surety immigration bonds or to guarantee alimony payments, fines, wage law claims or other payments of any kind on behalf of below named defendant. The named agent is appointed only to execute the bond consistent with the terms of this power of attorney. The agent is not authorized to act as agent for receipt of service of process in any criminal or civil action. This power is void if altered or erased or used in any combination with other powers of attorney of this company or any other company to obtain the release of the defendant named below or to satisfy any bond requirement in excess of the stated face amount of this power. This power can only be used once. The obligation of the company shall not exceed the sum of *****Two Thousand Dollars and Zero Cents*****

and provided this Power Of Attorney is filed with the bond and retained as a part of the court records. The said Attorney-in-Fact is hereby authorized to insert in this Power Of Attorney the name of the person for whose behalf this bond was given.

IN WITNESS WHEREOF, PALMETTO SURETY CORPORATION has caused these presents to be signed by its duly authorized officer, proper for the purpose and its corporate seal to be hereunto affixed this 27 day of July 2023

Bond Amount \$ 2000 Appearance Date Today Jan
 Defendant: James Joshua Washington Premium \$ _____
 Court Cherokee
 Case # _____
 Case # _____
 Case # _____
 County Greenville City MS Zip 29602
 Offense Appeal Bond Condition Upon NP
 Offense Payment Of All Cost Of Appeal NP
 Executing Agent [Signature] NP

Expires September 30, 2023
 PALMETTO SURETY CORPORATION



[Signature]
 Chief Executive Officer
Appeal Bond