

IN THE CHANCERY COURT OF THE LEFLORE COUNTY, MISSISSIPPI

MARY JOHNSON

PLAINTIFF

VS.

CIVIL ACTION NO. 25-CV-68

**GREENWOOD LEFLORE CONSOLIDATED
SCHOOL DISTRICT**

DEFENDANT

ORDER

THIS MATTER is before the Court on the Emergency Petition For Temporary Restraining Order and Preliminary Injunction filed by the Plaintiff, Mary Johnson, (hereinafter Johnson) on August 7, 2025. The Defendant, Greenwood Leflore Consolidated School District, (hereinafter GLCSD and/or Board) filed the Defendant's Response In Opposition To Emergency Petition For Temporary Restraining Order And Preliminary Injunction on August 14, 2025. A hearing was had in this matter on September 19, 2025. The Court having considered the testimony and evidence presented by the parties at the hearing on September 19, 2025, having reviewed the information submitted to the Court after the aforementioned hearing, having examined the record and otherwise being fully advised in the premises, finds as follows:

A. BACKGROUND FACTS

1.

Johnson is a long time employee of Greenwood Leflore Consolidated School District having served in several positions according to the various Contracts of Employment provided to the Court:

- A. 2014-2015: Elementary Curriculum Coordinator - \$80,000.00
- B. 2015-2016: Curriculum Coordinator - \$88,000.00

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Debra Tate Hibbler, Chancery Clerk
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- C. 2016-2017: Administrator - 88,000.00.
- D. 2017-2018: Administrator - \$92,000.00.
- E. 2018-2019: Administrator - \$92,000.00.
- F. 2019-2020: Student Support Specialist - \$80,000.00.
- G. 2020-2021: Student Support Specialist - \$80,000.00.
- H. 2021-2022: Student Support Specialist: \$80,000.00.
- I. 2022-2023: Curriculum Director: \$109,000.00.
- J. 2023-2024: Curriculum Director: \$109,000.00.
- K. 2024-2025: Curriculum Director: \$109,000.00.
- L. **April 3, 2025 voted-executed April 8, 2025:**
 - Superintendent: April 3, 2025 - June 30, 2029.**
 - \$160,000.00 PER YEAR.**
- M. **June 18, 2025:** Contract for Superintendent was nullified.
- N. **June 20, 2025:** GLCSD Board voted to clarify Contract for Superintendent and voted to change from “nullify” to “terminate”.

2.

The Board appointed Johnson as the Superintendent during a special call meeting on April 3, 2025. Thereafter, notice of this official action was provided to Mississippi Department of Education (hereinafter MDE) and the Mississippi School Board Association (hereinafter MSBA). Unfortunately, GLCSD has had a long torrid journey in their endeavors to obtain the services of a duly qualified Superintendent to ensure the proper education of the children in Leflore County.

3.

2

There is a well-established process in the State of Mississippi that must be followed by every school district in the hiring of a Superintendent. There are two distinct employment routes for the hiring of a Superintendent. First, there is the Traditional route set forth at Miss. Code Ann. (37-9-13(1) (2)). Second, there is the Alternative route governed by Miss. Code Ann. (37-9-13 (3)).

4.

GLCSD was placed in a difficult position with the vacation of the Superintendent position prior to the close of the 2024-2025 school term. The Board made the determination that the district was in an emergency situation and needed to act quickly to employ an individual to replace the vacating Superintendent. Because the Board considered the school district to be in an emergency situation, they did not follow the normal process of advertising the position, requesting applications, screening applicants and scheduling of qualified applicants interviews to fill the position. The GLCSD Board acted on a mere verbal assertion from Johnson, during the April 3, 2025, Board Meeting, that she was once again interested in the open Superintendent position. Johnson had applied for the GLCSD Superintendent position on several previous occasions. The GLCSD Board hired Johnson that very night and thus began this most unfortunate saga for the children of Leflore County.

5.

On June 6, 2025, MDE notified the GLCSD Board that Johnson could not hold the position of Superintendent under the Traditional route as set forth under Miss. Code Ann. (37-9-13 (1)(a)). MDE informed the GLCSD Board that Johnson was eligible to hold the Superintendent position under the Alternative route as set forth under Miss. Code Ann. (37-19-13 (3)). However, they were required to complete the administrative process to

have Johnson placed under the proper designation, Alternative route. Additionally, MDE notified the Board of punitive actions that could be taken against the GLCSD if they did not correct all of the deficiencies outlined in the June 6, 2025 letter.

B. LEGAL ANALYSIS

The legal standard for protecting the rights of an applicant for the position of superintendent and the protection that must be afforded to the children of a school district in the provision of a quality education which would result from the employment of a qualified person is clear and easily implemented. As stated above, the hiring of a school superintendent requires the advertisement of the vacant position, the submission of an employment application, the verification of all application information and the interviewing of applicants. Unfortunately, in the instant case this simple required employment process was not followed by the GLCSD Board of Trustees.

1.

It is uncontradicted that the June 6, 2025 letter from the MDE (provided to the Court in-camera) started the current employment dispute between Johnson and the Board. MDE informed the Board that Johnson was not eligible for employment under the Traditional route (37-9-13 (1)(2)). The Board was informed that they had not completed the process to hire Johnson under the Alternative route, (37-9-13(3)). The Board was advised that they should immediately complete this process if it was their intention to hire Johnson under the Alternative route.

2.

The law in this matter is simple and can be easily followed by the governing authorities. The right of an individual to be given informed notice of the reasons for any and all adverse actions to be taken against their employment status must be provided in a

timely manner. Any individual who will suffer, not only a financial loss but the shaming of their name and professional standing, must be afforded a hearing. See *Cleveland Board of Education vs. Loudermill*, 470 U.S. 532 (1985) *Green v. Greenwood Pub. Sch. District* 890 F.2d 370 (5th Cir. 1989).

3.

The GLCSD Board fully recognized their obligation in this case to grant Johnson a hearing regarding her continued employment as Superintendent for Leflore County. However, it is unclear to this Court why the Board started down the right path but failed to complete a very simple legal process:

- A. **June 6, 2025:** The Board did not provide any notice to Johnson that her employment was being considered for termination based upon the June 6, 2025 letter from MDE.
- B. **June 18, 2025:** The Board convened a Special-Call Meeting to consider the June 6, 2025 letter from MDE. The Board voted and “nullified” Johnson’s contract.
- C. **June 20, 2025:** The Board voted to clarify the Board’s June 18, 2025 decision regarding Mary Johnson wherein they voted to “terminate” Johnson’s contract and hire an Interim Superintendent Charles Brooks.
- D. **June 25, 2025:** Board provided Johnson with after the fact written notification of the basis for her termination.
- E. **June 26, 2025:** Johnson requested a hearing to appeal her termination.
- F. **July 17, 2025:** The Board, during a special-called meeting, scheduled Johnson’s termination hearing for **Monday, August 4, 2025 at 5:30 p.m.** The hearing protocol was set by the Board and agreed to by Johnson.

- G. **July 25, 2025:** The Board issued Johnson a “Statement of Reasons for Termination”.
- H. **August 1, 2025:** The Board hired Kenneth Pulley as Superintendent, replacing Interim Superintendent Charles Brooks, who was put in place at the removal of Johnson.
- I. **August 6, 2025:** The Board informed Johnson that the termination hearing had been rescheduled to Tuesday, **August 13, 2025 at 5:50 p.m.** The hearing was to be conducted by a hearing officer with the present of a court reporter.
- J. **August 7, 2025:** The suit titled *Mary Johnson vs. Greenwood Leflore Consolidated School District* was filed in the Chancery Court of Leflore County.
- J. **August 13, 2025:** The scheduled hearing was not held on the noticed date. Additionally, no hearing has ever been held in this matter.

The record is clear, Johnson was not afforded an informed required hearing during any of the regular or special called Board meetings. It is noteworthy that the Court was in fact informed by the Board representatives and Counsel for same that Johnson was not given a “hearing” before the Board. The record is clear that there was no closed or public hearing afforded to Johnson.

4.

The Court has reviewed the voluminous information provided by the parties to the Court. While the Court does not make a final determination regarding the quality of all the information given by the parties, the Court must state that there are some very contradictory facts on both sides that can only be fully vetted by a proper hearing before the Greenwood Leflore Consolidated School District Board.

5.

The Court would note for the record that the information provided to the Court by the GLCSD through the October 11, 2025 letter from the Mississippi School Boards Association and the information provided to the Court by Johnson through the October 20, 2025 letter from her counsel was not utilized in the rendering of this decision by the Court. The Court would find that these documents were outside of the limited requested information sought by the Court following the hearing had on September 19, 2025.

6.

All other information provided to the Court by the parties after the September 19, 2025 was utilized in the rendering of this decision.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that

1. That the Board for the Greenwood Leflore Consolidated School District has the right to make the final selection of a Superintendent who will oversee the School District under a Traditional Route or Alternative Route.
2. That the Board for the Greenwood Leflore Consolidated School District shall grant unto Mary Johnson a properly noticed due process hearing regarding her termination from the position of Superintendent for the Greenwood Leflore Consolidated School District.
3. That the Greenwood Leflore Consolidated School District's liabilities in this matter shall continue to run until such time as Mary Johnson is given her required due process hearing and a final decision regarding her continued employment with the School District.
4. That the Board for the Greenwood Leflore Consolidated School District shall immediately cease any and all activities which cast a shadow on the name

and professional reputation of Mary Johnson.

5. That the Court would find that the Greenwood Leflore Consolidated School District shall take any and all available steps to remove any blemish they have placed upon Mary Johnson's name and personal/professional reputation.
6. That the current state of the Greenwood Leflore Consolidated School District is in such upheaval due to governing authorities past and current actions that serious harm would result from the Court requiring the immediate return of Mary Johnson back in the position of Superintendent. The Court does not attribute any of the school district's misfortune to Mary Johnson. Thus, the Court will defer a ruling on the return of Mary Johnson to the position of Superintendent until after she has been afforded all of her due process hearing rights regarding her termination as Superintendent for the Greenwood Leflore Consolidated School District.
7. That the due process hearing for Mary Johnson must be scheduled within 15 days of this Order.

SO ORDERED, ADJUDGED and DECREED, this the 28th day of October, 2025



CATHERINE FARRIS - CARTER
CHANCELLOR