

**IN THE CHANCERY COURT FOR SUMNER COUNTY, TENNESSEE**

STEPHANIE MILLER, )  
 )  
 Plaintiff, )  
 )  
 v. ) Case No. \_\_\_\_\_  
 )  
 SUMNER COUNTY BOARD OF )  
 EDUCATION, )  
 )  
 Defendant. )  
 )

**COMPLAINT**

The Plaintiff Stephanie Miller sues the Defendant Sumner County Board of Education for breach of contract and for cause of action states:

**Parties**

1. The Plaintiff is a citizen and resident of Sumner County, Tennessee. The Plaintiff is an educator licensed to teach in the public schools of Tennessee. During the 2021-2022 and 2022-2023 school years, the Plaintiff was employed in as an Instructional Coordinator, a position requiring an educator’s license, in the Sumner County schools.

2. The Defendant is responsible under Tenn. Code Ann. § 49-2-203 for the management and control of the schools that comprise the Sumner County school system.

3. The Defendant employs a Director of Schools. The Director of Schools during the 2021-2022 and 2022-2023 school years was Dr. Del Phillips. The current Director of Schools is Dr. Scott Langford.

**Facts**

4. The Plaintiff was hired on July 6, 2021, for the 2021-2022 school year to work as an Instructional Coordinator in the Sumner County schools.

5. When the Plaintiff was hired for 2021-2022, Dr. Scott Langford, who is now the Director of Schools, was in charge of the Instruction department and was the Plaintiff's supervisor. Dr. Langford informed the Plaintiff of the terms of her employment, including what her salary would be. The Plaintiff's 2021-2022 salary was \$76,519.00, corresponding with the salary to be paid to a teacher with a Master's degree and thirteen (13) years of experience according to the Defendant's 2021-2022 Certified Supervisor Salary Schedule.

6. On May 27, 2022, the Plaintiff attended a meeting of the Instruction department where those in the department were notified that the department was being restructured, including the promotion of three individuals to supervisor positions without the openings having been posted.

7. On June 1, 2022, the Plaintiff was invited to meet with Dr. Langford and Craig Ott, the school system's Human Resources director. In that meeting, the Plaintiff was told that she had been put on the wrong pay scale when she was hired the previous year. The Plaintiff asked to see the pay scale she was supposed to have been placed on, but Dr. Langford and Mr. Ott could not produce it.

8. The Plaintiff sent Dr. Langford and Mr. Ott follow-up emails in which she repeated her request for the salary schedule she allegedly should have been placed on in 2021-2022.

9. On June 16, 2022, Mr. Ott emailed the Plaintiff a pay scale purporting to be a "Coord Nonsupervisory Salary Schedule" for 2021-2022, a copy of which is attached as **Exhibit 1**. That pay scale was dated June 16, 2022, the same date on which Mr. Ott sent it to the Plaintiff, and had never been shown to the Plaintiff or published on the Defendant's website.

10. Upon information and belief, the change in pay scale adversely affected several other coordinators in the Instruction department; but coordinators in the Special Education

department were renamed “supervisors” so they could remain on the Supervisor salary scale on which coordinators had been placed before that time.

11. For the 2022-2023 school year, the Defendant gave a \$4,000.00 pay increase to all licensed educators, including the Plaintiff. The Plaintiff received that across-the-board increase, but she did not receive a step increase for 2022-2023 to account for the additional year of experience she had attained.

12. The Plaintiff did not receive a customary “step” increase for 2022-2023, which ordinarily would have been awarded to her for her additional year of service, ostensibly because her salary exceeded the Step 14 salary for an individual with a Master’s degree on the new “Coord Nonsupervisory Salary Schedule” to which she was moved.

13. On August 25, 2022, the Plaintiff submitted a Letter of Complaint, a copy of which is attached as **Exhibit 2**.

14. On September 15, 2022, Mr. Ott met with the Plaintiff about her Letter of Complaint. Mr. Ott promised to put a link to all pay scales on the school system’s website, a promise fulfilled in December 2022.

15. In late 2022 and early 2023, the Defendant engaged the Tennessee School Boards Association (TSBA) to conduct a search for a new Director of Schools to replace Dr. Del Phillips, who had announced that he intended to leave the position at the end of June 2023. On March 7, 2023, the TSBA recommended Dr. Scott Langford for the Director of Schools position.

16. On March 14, 2023, the Plaintiff spoke with a Board of Education member, Josh Graham, to share her input on the Director of Schools position.

17. On March 29, 2023, *The Tennessee Star* published an article about an anonymous whistleblower's allegations of policy violations committed by Dr. Langford. The whistleblower's allegations, according to the report by *The Tennessee Star*, included the following:

The whistleblower states that in June 2022 a new salary schedule was created for instructional coordinators. Staff who previously held instructional supervisor positions were put into the new category and had their pay reduced.

While Langford's rationale, according to the whistleblower, was that those supervisors were mistakenly put on the wrong pay scale back in 2020, the instructional coordinator pay scale did not exist prior to the 2022-2023 school year.

In addition to the new pay scale not being board or budget approved, the newly applied instructional coordinator salaries will be frozen until their current salary aligns with the reduced salary schedule. The whistleblower says that, for some, the freeze represents a loss of \$6,000 in pay increases over the next three to five years.

The whistleblower contends that only coordinators within the instruction department under Langford's supervision were impacted by the change, which was verified with special education coordinators.

A copy of the March 29, 2023, article from *The Tennessee Star* is attached as **Exhibit 3**. See <https://tennesseestar.com/the-tennessee-star/sumner-county-school-whistleblower-makes-explosive-allegations-about-policy-violations-against-only-candidate-recommended-by-tennessee-school-board-association-for-district-director-position/klbaigert/2023/03/29/> (last accessed January 10, 2024).

18. The Plaintiff was not the whistleblower to whom the article in *The Tennessee Star* referred. However, some of the whistleblower's allegations of policy violations and concerns about the new salary schedule for Instructional Coordinators mirrored concerns the Plaintiff had expressed in the Summer of 2022; and when asked by a reporter from *The Tennessee Star*, the Plaintiff verified that the whistleblower's allegations regarding the salaries of Instructional Coordinators were correct.

19. On April 2, 2023, the Plaintiff spoke to Alan Lancaster, a member of the Board of Education, regarding concerns that the results of the search for a new Director reflected an emphasis on favoritism over qualifications.

20. On April 26, 2023, Dr. Langford posted a vacancy in a position as High School Instructional Supervisor, a vacancy left when Christy Wall, who held the position, resigned in the Fall of 2022. The Plaintiff applied for the position. Following initial interviews, the Plaintiff learned on May 19, 2023, that she was one of the top three candidates who advanced to a second-round interview.

21. On May 20, 2023, the “Patriot Punk Network” published a story called, “Sumner County School System Faces Imminent Lawsuits Amidst Toxic Work Environment Allegations: Teachers Await Justice.” A copy of the “Patriot Punk Network” story is attached as **Exhibit 4**. See <https://patriotpunknetwork.com/sumner-county-school-system-faces-imminent-lawsuits-educators-called-shit-birds> (last accessed January 10, 2024).

22. On May 26, 2023, Dr. Langford informed the Plaintiff that Dr. Chris Causey, formerly Director of Schools in Robertson County, had been chosen for the High School Instructional Supervisor position.

23. On June 20, 2023, the Plaintiff met with incoming Assistant Director of Instruction, Frankie Skinner. In that meeting Ms. Skinner asked the Plaintiff what was needed to make the Plaintiff’s job better. In response, the Plaintiff voiced concerns about role clarity, communication, and the absence of evaluations under the instructional supervisor TEAM rubric. Ms. Skinner acknowledged the Plaintiff’s uneasiness about the upcoming transition in the school system’s central office but assured the Plaintiff that structures and systems would be put in place and that work would be done on relationship building to improve the workplace culture.

24. Eight days later on June 28, 2023, Dr. Langford met with the Plaintiff at about 1:45 p.m. and delivered a notice from Dr. Phillips dated the same date. The notice informed the Plaintiff that “as a non-tenure educator, your contract as an Instructional Coordinator with the district is not being renewed for the upcoming school year.” A copy of the June 28, 2023, notice of nonrenewal is attached as **Exhibit 5**.

25. The Plaintiff confirmed in her June 28, 2023, meeting with Dr. Langford that her employment was effective through June 30, 2023. However, when she returned to her office a few minutes later, her access to her Outlook email account and her Google Drive account had been blocked. The Plaintiff then packed up her personal belongings and turned in any school district property.

26. During her two years as an Instructional Coordinator, the Plaintiff was not formally evaluated.

27. During her two years as an Instructional Coordinator, the Plaintiff was not told that her work was below what was expected.

28. The Plaintiff’s performed her work as an Instructional Coordinator as expected.

### **Cause of Action**

29. The position of Instructional Coordinator required that the Plaintiff hold a professional license.

30. Tenn. Code Ann. § 49-5-501(10) defines “teacher” as follows:

“Teacher” includes teachers, supervisors, principals, director of schools and all other certificated personnel employed by any local board of education, for service in public, elementary and secondary schools in this state, supported in whole or in part by state or federal funds.

31. As used in Tenn. Code Ann. § 49-5-501(10), the word “certificated” means a position that requires a professional license issued by the Tennessee Department of Education.

32. As an Instructional Coordinator, the Plaintiff was a “teacher” as that term is defined in Tenn. Code Ann. § 49-5-501(10).

33. Sumner County Board of Education Policy 5.200 defines “teacher” as follows:

“Teacher” in this policy includes teachers, supervisors, principals, director of schools, and all other certificated personnel employed by the local board of education, for service in public elementary and secondary schools in this state and district, supported in whole or in part by state or federal funds.

A copy of Sumner County Board of Education Policy 5.200 is attached as **Exhibit 6**.

34. As used in Sumner County Board of Education Policy 5.200, the word “certificated” means a position that requires a professional license issued by the Tennessee Department of Education.

35. As an Instructional Coordinator, the Plaintiff was a “teacher” as that term is defined in Sumner County Board of Education Policy 5.200.

36. Tenn. Code Ann. § 49-5-409 is commonly called the “Continuing Contract Law.” The Continuing Contract Law establishes a deadline by which a written notice of nonrenewal must be sent to a nontenured teacher to be effective for the ensuing school year. As the common name of the statute suggests, if a written notice of nonrenewal is not sent to a nontenured teacher by the statutory deadline, the teacher’s employment continues for the ensuing school year.

37. Tenn. Code Ann. § 49-5-409(a) states:

Teachers in service and under control of the public elementary and high schools of this state shall continue in such service until they have received written notice from their board of education or director of schools, as appropriate, of their dismissal or failure of reelection.

38. Under Tenn. Code Ann. § 49-5-409(b)(1), “[t]he notice must be sent within five (5) business days following the last instructional day for the school year to be applicable to the next succeeding school year....”

39. Tenn. Code Ann. § 49-5-409(e) establishes that the “last instructional day” for the Continuing Contract Law is the last day of the school year on which students must report to school.

40. Sumner County Board of Education Policy 5.200 requires that if the director of schools determines not to renew the contract of a non-tenured teacher, the “Board must be notified at the next regular board meeting.” Consistent with the Continuing Contract Law, Policy 5.200 requires that written notice of non-renewal be given to the employee “no later than five (5) days after the last instructional day of the school year.”

41. The last instructional day for the 2022-2023 school year in the Sumner County school system was May 26, 2023.

42. The fifth business day following the last instructional day of the 2022-2023 school year in the Sumner County school system was June 5, 2023.

43. Dr. Phillips’ June 28, 2023, notice of nonrenewal to the Plaintiff was not sent to the Plaintiff by June 5, 2023.

44. The whistleblower concerns published by *The Tennessee Star* and the “Patriot Punk Network” were similar to concerns expressed by the Plaintiff to her superiors in the school system administration. Upon information and belief, the decision to non-renew the Plaintiff’s employment was in retaliation for her expression of those concerns.

45. The Defendant’s failure to notify the Plaintiff of her nonrenewal by June 5, 2023, as required by Tenn. Code Ann. § 49-5-409(b)(1) and Sumner County Board of Education Policy 5.200, resulted in the Plaintiff’s contract of employment being continued for the 2023-2024 school year.

46. By refusing to continue the Plaintiff’s employment for the 2023-2024 school year, the Defendant breached the Plaintiff’s contract, for which the Plaintiff is entitled to damages.

PREMISES CONSIDERED; the Plaintiff prays:

1. That process issue and be served upon the Defendant requiring it to answer;
2. That following a trial, the Court declare the Defendant's refusal to employ the Plaintiff for the 2023-2024 school year, despite the absence of a timely notice of nonrenewal under Tenn. Code Ann. § 49-5-409(b)(1) and Sumner County Board of Education Policy 5.200, breached the Plaintiff's 2023-2024 contract;
3. That the Court award the Plaintiff a judgment against the Defendant for damages for breach of her employment contract for the 2023-2024 school year in an amount to be determined; and
4. For such further and general relief as the equities of this cause may require and the Court may deem just and proper.

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