

**RECEIVED**

**Oct 05 2020**

**SC Court of Appeals**

**EXHIBIT A**  
**STATE COURT DOCUMENTS**

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Tara Brice,

Plaintiff,

v.

Anderson County School District No. Two Board of Trustees; Julia Barnes, in her individual and official capacity; Brenda Cooley, in her individual and official capacity; and Bonnie Knight, in her individual and official capacity,

Defendants.

IN THE COURT OF COMMON PLEAS

FOR THE TENTH JUDICIAL CIRCUIT

C/A No.: 2020-CP-04-\_\_\_\_\_

**SUMMONS**

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint upon the subscriber, Burnette Shutt & McDaniel, PA, 912 Lady Street (29201), Second Floor, PO Box 1929 Columbia, South Carolina 29202, within 30 days after service hereof, exclusive of the day of such service. If you fail to answer the Complaint within the aforesaid time, judgment by default will be rendered against you for the relief demanded in the Complaint.

s/Janet E. Rhodes

Janet E. Rhodes (SC Bar No. 77214)  
Grant Burnette LeFever (SC Bar No. 103807)  
BURNETTE SHUTT & MCDANIEL, PA  
912 Lady Street, Second Floor (29201)  
PO Box 1929  
Columbia, South Carolina 29202  
T: 803.904.7920  
F: 803.904.7910  
[JRhodes@BurnetteShutt.Law](mailto:JRhodes@BurnetteShutt.Law)  
[GLeFever@BurnetteShutt.Law](mailto:GLeFever@BurnetteShutt.Law)

**ATTORNEYS FOR PLAINTIFF**

Columbia, South Carolina

May 22, 2020

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Tara Brice,

Plaintiff,

v.

Anderson County School District No. Two Board of Trustees; Julia Barnes, in her individual and official capacity; Brenda Cooley, in her individual and official capacity; and Bonnie Knight, in her individual and official capacity,

Defendants.

IN THE COURT OF COMMON PLEAS  
FOR THE TENTH JUDICIAL CIRCUIT

C/A No.: 2020-CP-04-\_\_\_\_\_

**VERIFIED COMPLAINT**  
(Jury Trial Requested)

Plaintiff Tara Brice (“Plaintiff”), complaining of Defendants Anderson County School District No. Two Board of Trustees (“Defendant School Board”), Julia Barnes (“Defendant Barnes”), Brenda Cooley (“Defendant Cooley”), and Bonnie Knight (“Defendant Knight”) (collectively, “Defendants”), would respectfully show as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff is a citizen and resident of Anderson County, South Carolina, and an employee of Anderson County School District No. 2.

2. Defendant School Board is the legally constituted governing body of the public school district established by the South Carolina General Assembly and designated as Anderson County School District No. 2, within the confines of Anderson County, South Carolina.

3. Defendant Barnes, Defendant Cooley, and Defendant Knight (collectively, “Individual Defendants”) are duly elected trustees of their respective areas of Anderson County School District No. 2 and members of Defendant School Board. Upon information and belief, all Individual Defendants are citizens and residents of Anderson County, South Carolina. All Individual Defendants are sued in their individual capacities and in their official capacities as elected trustees of Defendant School Board.

4. This Court has jurisdiction over the parties, and venue is proper in Anderson County, because Defendant School Board governs here, all Individual Defendants reside here, and the unlawful acts giving rise to Plaintiff's claims occurred here.

**FACTS**

5. Plaintiff is a credentialed South Carolina educator and nineteen-year employee of Anderson County School District No. 2.

6. Throughout her employment by Anderson County School District No. 2, Plaintiff has maintained the highest rating on all performance evaluations and has never been subject to disciplinary action.

7. At all times relevant hereto, Plaintiff was Assistant Superintendent for Curriculum and Instruction of Anderson County School District No. 2.

8. As Assistant Superintendent for Curriculum and Instruction, Plaintiff is employed under a 240-day administrative contract.

9. At all times relevant hereto, Dr. Richard Rosenberger was employed by Defendant School Board as Superintendent of Anderson County School District No. 2. Dr. Rosenberger's current contract with Defendant School Board extends his employment through June 30, 2021.

10. As Superintendent of Anderson County School District No. 2, Dr. Rosenberger is charged with the administration of the school district, including the assignment of all Anderson County School District No. 2 personnel, pursuant to the following Defendant School Board policies:

- a. "In all aspects, the administration of the district will be delegated to the superintendent who will carry out his/her administrative functions in accord with policies adopted by the board. He/She will be the chief executive officer of the board." (Policy CBC.)
- b. "The board delegates certain of its executive powers to the superintendent to manage the schools within the established policies. ... The

superintendent will do the following . . . Recommend personnel policies for adoption and be responsible for assignment of all personnel.” (Policy BDD.)

- c. “The superintendent is responsible for the assignment of all professional staff.” (Policy GCK.)
- d. “The superintendent is responsible for the assignment of all administrators.” (Policy CFC.)

11. Defendant School Board must defer to the superintendent on all matters of employment and administration, to include approving employment contracts recommended by the superintendent, pursuant to the following Defendant School Board policies:

- a. “A board member should maintain desirable relations with the superintendent of schools and his/her staff by doing the following. . . acting only upon the recommendation of the superintendent in matters of employment or dismissal of school personnel.” (Policy BCA.)
- b. “The board will award administrative contracts on the recommendation of the superintendent.” (Policy GCB.)
- c. “On the recommendation of the superintendent, the board will consider and authorize certified staff positions as it deems necessary for the operation of the district’s educational program and related services.” (Policy GCA.)

12. Pursuant to S.C. Code Ann. Section 59-25-410, school districts must notify certified personnel, in writing, of their employment status for the following school year before May 1 of each year.

13. Certified personnel reemployed pursuant to Section 59-25-410 must notify the board of trustees in writing of his or her acceptance of the following year’s contract by May 11 of each year, pursuant to S.C. Code Ann. Section 59-25-420. Failure to notify the board of acceptance within the specified time limit constitutes a rejection of the contract.

14. At all times relevant hereto, it was the practice of Anderson County School District No. 2, to effect compliance with Section 59-35-410, for the superintendent to notify the district's certified personnel of their reemployment by issuing contracts for the following school year before May 1.

15. In executive session during the March 9, 2020, regular meeting of Defendant School Board, Dr. Rosenberger made his personnel assignment recommendations for the 2020-2021 school year to Defendant School Board.

16. On March 9, 2020, Dr. Rosenberger recommended to Defendant School Board that Plaintiff's administrative contract be renewed and that she be assigned as Assistant Superintendent for Curriculum and Instruction for the 2020-2021 school year.

17. Following executive session of Defendant School Board on March 9, 2020, Defendant Barnes made a motion (in violation of policy) to approve all recommendations made by Dr. Rosenberger, except Dr. Rosenberger's recommendations for Plaintiff and one other employee. Defendant Barnes instead moved to demote Plaintiff and offer her a teacher's contract for the 2020-2021 school year.

18. Defendant Knight seconded the motion, and the motion passed 4-3, with Individual Defendants and trustee William Shirley ("Shirley"), deceased,<sup>1</sup> voting to demote Plaintiff and refusing to renew her contract, over the objections of Dr. Rosenberger and the three board members not named to this action.

19. Dr. Rosenberger offered Plaintiff a 240-day administrative contract as Assistant Superintendent for the 2020-2021 school year, which Plaintiff signed and dated on April 20, 2020.

20. On April 21, 2020, Defendant Cooley forwarded to Plaintiff an email which Defendant Cooley sent to Dr. Rosenberger on April 21, 2020, condemning Dr. Rosenberger's

---

<sup>1</sup> Shirley died shortly before the filing of this lawsuit, and Plaintiff does not wish to pursue action against the Estate. Plaintiff is informed and believed that the Estate of William Shirley is not a necessary party to this action.

stated intent to renew Plaintiff's administrative contract and threatening that any such contract would be null and void.

21. Thereafter, Defendant School Board sent Plaintiff a 190-day teacher contract for the 2020-2021 school year, which Plaintiff signed under duress on May 8, 2020.

22. Plaintiff submitted signed copies of both her administrative contract and the teacher contract to Defendant School Board on May 8, 2020, the deadline stated on the contracts for notifying Defendant School Board of her acceptance.

23. Upon information and belief, Individual Defendants voted to demote Plaintiff and refused to renew her administrative contract as part of Individual Defendants' personal and collective vendetta against Dr. Rosenberger and in retaliation for Plaintiff's support of Dr. Rosenberger.

24. Upon information and belief, Individual Defendants voted to demote Plaintiff and refused to renew her administrative contract in an attempt to coerce Dr. Rosenberger's resignation from the position of superintendent of Anderson County School District No. 2.

25. Upon information and belief, Defendant School Board's and Individual Defendants' above-described willful and intentional acts violated Defendant School Board's policies, including, but not limited to, those identified herein.

26. Upon further information and belief, Shirley's participation in the March 9, 2020, vote violated this Court's February 26, 2020, Order in the matter of Phillip Ashley et al. v. Anderson County School District Two Board of Trustees, 2019-CP-04-1118, because said vote disregarded and usurped Dr. Rosenberger's status and authority as superintendent, as defined by Defendant School Board's policies, and should be void accordingly.

**FOR A FIRST CAUSE OF ACTION**  
**Against Defendant School Board and**  
**Individual Defendants, in their official capacities**  
**(Deprivation of Due Process)**

27. The foregoing allegations not inconsistent herewith are incorporated herein as if set forth verbatim.

28. At times relevant hereto, Defendants were acting under color of state law while engaging in the conduct alleged herein.

29. The Fourteenth Amendment of the United States Constitution, enforceable pursuant to 42 U.S.C. § 1983, provides that no state shall “deprive any person of life, liberty, or property, without due process of law.”

30. At all times relevant hereto, Plaintiff had a property interest in an administrative contract for the 2020-2021 school year arising out of Defendant School Board's policies, Dr. Rosenberger's recommendations to Defendant School Board, and the administrative contract offered to Plaintiff by Dr. Rosenberger for the 2020-2021 school year, which Plaintiff accepted by signing and returning to Defendant School Board by the May 8, 2020, deadline.

31. Defendant School Board and Individual Defendants arbitrarily and capriciously voted to demote Plaintiff and refused to renew her administrative contract, against the recommendation of Dr. Rosenberger.

32. Defendant School Board and Individual Defendants arbitrarily and capriciously forced Plaintiff to sign a teacher contract for the 2020-2021 school year, while knowing that Dr. Rosenberger had issued Plaintiff an administrative contract for the 2020-2021 school, by threatening Plaintiff's future employment by Anderson County School District No. 2.

33. Defendant School Board and Individual Defendants acted intentionally, maliciously, and for an improper purpose in carrying out the above-described acts.

34. In so doing, Defendant School Board and Individual Defendants unconstitutionally deprived Plaintiff of her property interest in an administrative contract for the 2020-2021 school year.

35. As a direct and proximate result of Defendants' unconstitutional acts, Plaintiff has and will suffer damages, including, but not limited to, lost earnings, lost benefits, lost professional esteem, emotional distress, humiliation, and attorneys' fees and costs.

**FOR A SECOND CAUSE OF ACTION**

Against Individual Defendants, in their personal capacities  
(Tortious Interference with Prospective Contractual Relations)

36. The foregoing allegations not inconsistent herewith are incorporated herein as if set forth verbatim.

37. At all times relevant hereto, Individual Defendants were acting to benefit their respective personal and collective agendas and not in their capacities as elected trustees and members of Defendant School Board.

38. At all times relevant hereto, Plaintiff had a reasonable expectation in an administrative contract for the 2020-2021 school year arising out of Defendant School Board's policies, Dr. Rosenberger's recommendations to Defendant School Board, and the administrative contract offered to Plaintiff by Dr. Rosenberger for the 2020-2021 school year, which Plaintiff accepted by signing and returning to Defendant School Board by the May 8, 2020, deadline.

39. Individual Defendants intentionally interfered with Plaintiff's prospective contract by voting to demote Plaintiff and refusing to renew her administrative contract.

40. Individual Defendants' above-described actions were for an improper purpose, including to retaliate against Plaintiff for supporting Dr. Rosenberger and to attempt to cause Dr. Rosenberger's resignation.

41. Individual Defendants' above-described actions were by improper methods, including recognizing the vote of Shirley, in violation of this Court's February 26, 2020, Order in

the matter of Phillip Ashley et al. v. Anderson County School District Two Board of Trustees, 2019-CP-04-1118.

42. Individual Defendants' unlawful conduct has resulted in and will continue to result in injury and damages to Plaintiff, including, but not limited to, loss of the salary and benefits of an administrative contract for the 2020-2021 school year, lost professional esteem, emotional distress, humiliation, and attorneys' fees and costs.

**FOR A THIRD CAUSE OF ACTION**

Against Individual Defendants, in their personal capacities  
(Civil Conspiracy)

43. The foregoing allegations not inconsistent herewith are incorporated herein as if set forth verbatim.

44. At all times relevant hereto, Individual Defendants were acting to benefit their respective personal and collective agendas and not in their capacities as elected trustees and members of Defendant School Board.

45. Individual Defendants combined and conspired together for the purpose of injuring Plaintiff.

46. Individual Defendants conspired together to cause Plaintiff's administrative contract not to be renewed on false grounds out of self-interest and to advance their vendetta against Dr. Rosenberger.

47. Individual Defendants acted in furtherance of their conspiracy by voting to demote Plaintiff and refusing to renew her administrative contract and by forcing Plaintiff to sign a teacher contract for the 2020-2021, while knowing that Dr. Rosenberger had issued Plaintiff an administrative contract for the 2020-2021 school year.

48. As a direct and proximate result of Individual Defendants' actions, Plaintiff has suffered and will suffer special damages, including, but not limited to, lost earnings, lost benefits, lost professional esteem, emotional distress, humiliation, and attorneys' fees and costs.

**FOR A FOURTH CAUSE OF ACTION**

Against Individual Defendants, in their personal capacities  
(Defamation Per Se)

49. The foregoing allegations not inconsistent herewith are incorporated herein as if set forth verbatim.

50. At all times relevant hereto, Individual Defendants were acting to benefit their respective personal and collective agendas and not in their capacities as elected trustees and members of Defendant School Board.

51. Plaintiff has built a career in public education and specifically in Anderson County School District No. 2.

52. Individual Defendants' act of voting to demote Plaintiff and refusing to renew her administrative contract gave fellow employees and others the belief that Plaintiff had been demoted because of poor performance and/or other professional incompetency, which is false.

53. Individual Defendants' act of voting to demote Plaintiff and refusing to renew her administrative contract has been widely publicized in Plaintiff's community.

54. Individual Defendants' conduct amounts to defamation.

55. Specifically, Individual Defendants' conduct amount to defamation per se because it involves insinuations of Plaintiff's impropriety or inadequacy in performing her profession.

56. As a result of Individual Defendants' conduct, Plaintiff has and will suffer general and special damages, including, but not limited to, damage to her reputation, embarrassment, humiliation, mental suffering, lost earnings, and lost benefits.

**FOR A FIFTH CAUSE OF ACTION**

Against Defendant School Board  
(Declaratory Judgment)

57. The foregoing allegations not inconsistent herewith are incorporated herein as if set forth verbatim.

58. This Court's February 26, 2020, Order in the matter of Phillip Ashley et al. v. Anderson County School District Two Board of Trustees, 2019-CP-04-1118, prohibited Shirley

from participating in any matters before Defendant School Board related to Dr. Rosenberger's employment or status with Anderson County School District No. 2.

59. Upon information and belief, Shirley violated said Order by participating in discussions about and voting on Defendant Barnes' March 9, 2020, motion to demote Plaintiff and not renew her administrative contract, against the recommendations of Dr. Rosenberger, because said motion related to Dr. Rosenberger's status as superintendent, as defined by Defendant School Board policies.

60. Plaintiff seeks a declaratory judgment, in consideration of all applicable law and Defendant School Board's policies, regarding the following: Whether Shirley's vote on the subject March 9, 2020 motion is valid.

**WHEREFORE**, having fully complained of Defendants, Plaintiff demands a jury trial and prays for the following relief:

- A. A temporary injunction prohibiting Defendants from demoting Plaintiff and requiring Defendants to recognize Plaintiff's signed administrative contract for the 2020-2021 school year during the pendency of this action;
- B. Other equitable relief as the Court deems just and proper;
- C. Actual damages;
- D. Compensatory damages;
- E. Punitive damages;
- F. Pre- and post-judgment interest as allowed by law;
- G. A declaratory judgment regarding the validity of Shirley's March 9, 2020, vote on Dr. Rosenberger's personnel recommendations;
- H. Attorneys' fees and costs; and,
- I. Such other and further relief as this Court deems just and proper.

[Signature to follow.]

Respectfully submitted,

s/Janet E. Rhodes

---

Janet E. Rhodes (SC Bar No. 77214)  
Grant Burnette LeFever (SC Bar No. 103807)  
BURNETTE SHUTT & MCDANIEL, PA  
912 Lady Street, Second Floor (29201)  
PO Box 1929  
Columbia, South Carolina 29202  
T: 803.904.7920  
F: 803.904.7910  
[JRhodes@BurnetteShutt.Law](mailto:JRhodes@BurnetteShutt.Law)  
[GLeFever@BurnetteShutt.Law](mailto:GLeFever@BurnetteShutt.Law)

**ATTORNEYS FOR PLAINTIFF**

Columbia, South Carolina

May 22, 2020

STATE OF SOUTH CAROLINA  
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS  
FOR THE TENTH JUDICIAL CIRCUIT

Tara Brice,

C/A No.: 2020-CP-04-\_\_\_\_\_


Plaintiff,

v.

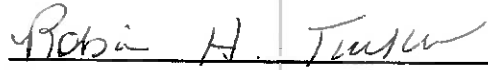
**VERIFICATION**

Anderson County School District No. Two  
Board of Trustees; Julia Barnes, in her  
individual and official capacity; Brenda  
Cooley, in her individual and official capacity;  
and Bonnie Knight, in her individual and  
official capacity.

I, Tara Brice ("Plaintiff"), depose and say the following under oath: I am the named Plaintiff in the above-captioned action. I have read the contents of the Complaint. Except for the alleged law, I verify that the alleged facts are true to the best of my knowledge, information, and belief. As to those facts that are not made upon my own personal knowledge, I verify that I reasonably believe the same to be true.

  
Tara Brice

SWORN to before me this 22<sup>nd</sup> day of May, 2020.

  
Notary Public for South Carolina  
My Commission Expires: 06/10/2024

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Tara Brice,

Plaintiff,

v.

Anderson County School District No. Two Board of Trustees; Julia Barnes, in her individual and official capacity; Brenda Cooley, in her individual and official capacity; and Bonnie Knight, in her individual and official capacity,

Defendants.

IN THE COURT OF COMMON PLEAS

FOR THE TENTH JUDICIAL CIRCUIT

C/A No.: 2020-CP-04-01143

**NOTICE OF MOTION AND MOTION FOR TEMPORARY INJUNCTION**

YOU WILL PLEASE TAKE NOTICE, that on the tenth day after service hereof or as soon thereafter as counsel for Plaintiff Tara Brice (“Plaintiff”) can be heard, Plaintiff will move, pursuant to Rule 65, SCRPC, before this Honorable Court for a Temporary Injunction prohibiting Defendants from demoting Plaintiff and requiring Defendants to recognize Plaintiff’s administrative contract for the 2020-2021 school year. The bases for this Motion are as set forth in Plaintiff’s Verified Complaint and as follows:

1. Plaintiff has no adequate and complete remedy at law;
2. An injunction is necessary to protect Plaintiff’s interests during the pending litigation because Plaintiff’s current administrative contract ends on June 30, 2020, Plaintiff’s contract term for the 2020-2021 school year could begin as early as July 1, 2020, and districts must notify certified personnel of their tentative assignments for the 2020-2021 school year by August 15, 2020; and,
3. Plaintiff will be irreparably harmed if the injunction is not issued because a teacher contract will result in loss of pay, loss of benefits, loss of professional standing, reputational damage, and emotional harm, and bind Plaintiff to a 190-day contract term.

[Signature to follow.]

Respectfully submitted,

s/Janet E. Rhodes

Janet E. Rhodes (SC Bar No. 77214)  
Grant Burnette LeFever (SC Bar No. 103807)  
BURNETTE SHUTT & MCDANIEL, PA  
912 Lady Street, Second Floor (29201)  
PO Box 1929  
Columbia, South Carolina 29202  
T: 803.904.7920  
F: 803.904.7910

[JRhodes@BurnetteShutt.Law](mailto:JRhodes@BurnetteShutt.Law)

[GLEfever@BurnetteShutt.Law](mailto:GLEfever@BurnetteShutt.Law)

**ATTORNEYS FOR PLAINTIFF**

Columbia, South Carolina

May 26, 2020

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Tara Brice,

Plaintiff,

v.

Anderson County School District No. Two Board of Trustees; Julia Barnes, in her individual and official capacity; Brenda Cooley, in her individual and official capacity; and Bonnie Knight, in her individual and official capacity.

IN THE COURT OF COMMON PLEAS

FOR THE TENTH JUDICIAL CIRCUIT

C/A No.: 2020-CP-040-1143

**CERTIFICATE OF SERVICE**

I, Traci Wolfe, paralegal of Burnette Shutt & McDaniel PA, attorneys for the Plaintiff, hereby certify that on this day, I caused a copy the **Notice of Motion and Motion for Temporary Injunction** to be served on the below-named via electronic mail and by depositing a copy of same in the United States Mail, with proper postage prepaid and addressed as follows:

David L. Morrison, Esq.  
**Morrison Law Firm, LLC**  
7453 Irmo Drive, Suite B  
Columbia, SC 29212  
[david@dmorrison-law.com](mailto:david@dmorrison-law.com)  
Attorney for Defendant  
Anderson County School District Two  
Board of Trustees

William H. Davison, II., Esq.  
**Davidson & Lindemann, PA**  
PO Box 8568  
Columbia, SC 29202  
[wddavidson@dml-law.com](mailto:wddavidson@dml-law.com)  
Attorney for Defendant Bonnie Knight  
in her Individual Capacity

Gene Matthews, Esq.  
**Richardson Plowden**  
1900 Barnwell Street  
Columbia, SC 29201  
[GMatthews@RichardsonPlowden.com](mailto:GMatthews@RichardsonPlowden.com)  
Attorney for Defendants  
Julia Barnes, in her Individual Capacity  
Brenda Cooley in her Individual Capacity



Traci B. Wolfe , PP  
BURNETTE SHUTT MCDANIEL, PA

June 24, 2020  
Columbia, South Carolina