

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
EASTERN DIVISION**

VERSIE HAMLETT,)	
)	
Plaintiff,)	
)	
vs.)	No. 1:20-CV-02223-JDB-jay
)	
CITY OF HUMBOLDT, and THE CITY OF)	
HUMBOLDT BOARD OF EDUCATION,)	
)	
Defendants.)	

**DEFENDANTS' ANSWER TO COMPLAINT FOR DECLARATIVE AND INJUNCTIVE
RELIEF AND DAMAGES**

COMES NOW, the Defendants, City of Humboldt and Humboldt Board of Education, and answers the Plaintiff's Complaint for Injunctive and Declarative Relief and Damages as follows:

I. FIRST DEFENSE (Response to Specific Allegations to the Complaint)

1. Upon information and belief, the Defendants admit the material allegations contained in numerical paragraph 1 of the Complaint.
2. Upon information and belief, the Defendants admit the material allegations contained in numerical paragraph 2 of the Complaint. However, the Defendants deny that the Plaintiff is entitled to any form of recovery under any theory of the law.
3. With respect to the material allegations contained in first grammatical sentence of paragraph 3 of the Complaint, the Defendants admit only that the Plaintiff purports to bring this action pursuant to 42 U.S.C. §§ 1981 and 1983, and that jurisdiction is proper pursuant to 28 U.S.C. § 1331. However, the Defendants deny that any of the factual allegations contained in the

Complaint involve matters that are subject to First Amendment protection. Furthermore, the Defendants deny that the Plaintiff is entitled to any form of recovery under any theory of the law. With respect to the material allegations contained in the second grammatical sentence of paragraph 3 of the Complaint, the Defendants deny that this Court has supplemental jurisdiction over any state law claim.

4. Upon information and belief, the Defendants admit the material allegations contained in numerical paragraph 4 of the Complaint. However, the Defendants deny that the Plaintiff is entitled to any form of recovery under any theory of the law.

5. With respect to the material allegations contained in the first grammatical sentence of paragraph 5 of the Complaint, the Defendants admit only that the Plaintiff is purporting to bring this suit pursuant of 42 U.S.C. §§ 1981, 1983 and the Tennessee Human Rights Act (THRA). However, the Defendants deny that any of the factual allegations in this Complaint involve matters that are subject to First Amendment protection. The Defendants also deny that this Court can exercise supplemental jurisdiction over any state law claim. With respect to the material allegations contained in the second grammatical sentence of paragraph 5 of the Complaint, the Defendants admit these allegations. However, the Defendants aver that Humboldt Board of Education made the decision to not renew Hamlett's contract for legitimate reasons that were completely unrelated to any form of racial discrimination, retaliation or any other illegal or otherwise improper purpose. With respect to the material allegations contained in the third grammatical sentence of paragraph 5 of the Complaint, the Defendants deny these allegations.

6. The Defendants deny any and all material allegations contained in numerical paragraph 6 of the Complaint.

7. With respect to the material allegations contained in numerical paragraph 7 of the Compliant, these allegations do not contain any assertion of fact and only conclusory statements of law; therefore, no response is required.

8. With respect to the material allegations contained in numerical paragraph 8 of the Compliant, these allegations do not contain any assertion of fact and only conclusory statements of law; therefore, no response is required.

9. With respect to the material allegations contained in numerical paragraph 9 of the Complaint, the Defendants are without sufficient information with which to admit or deny these allegations and demands strict proof thereof. However, Defendants aver that these allegations are completely irrelevant and have no bearing whatsoever on the facts of this lawsuit.

10. With respect to the material allegations contained in the first grammatical sentence of paragraph 10 of the Complaint, the Defendants admit these allegations. With respect to the material allegations contained in the second grammatical sentence of paragraph 10 of the Complaint, the Defendants admit these allegations. With respect to the material allegations contained in the third grammatical sentence of paragraph 10 of the Complaint, this sentence is vague, ambiguous and without any clear or concise meaning; therefore, no responsive answer is required.

11. With respect to the material allegations contained in the first grammatical sentence of paragraph 11 of the Complaint, the Defendants admit these allegations. With respect to the material allegations contained in the second grammatical sentence of numerical paragraph 11 of the Complaint, the Defendants admit only that Hamlett had support from some of these individuals. However, the Defendants aver that Humboldt Board of Education made the decision

to not renew Hamlett's contract for legitimate reasons that were completely unrelated to any form of racial discrimination, retaliation, or other illegal and otherwise improper purpose.

With respect to the material allegations contained in the third grammatical sentence of numerical paragraph 11 of the Complaint, the Defendants are without sufficient information with which to admit or deny any allegations concerning what the Plaintiff personally understands.

12. With respect to the material allegations contained in the first grammatical sentence of paragraph 12 of the Complaint, the Defendants aver that Hamlett reported only to the City of Humboldt Board of Education. Furthermore, the Defendants deny that Hamlett reported to any singular individual. With respect to the material allegations contained in the second grammatical sentence of numerical paragraph 12 of the Complaint, the Defendants deny these allegations. With respect to the material allegations contained in the third grammatical sentence of paragraph 12 of the Complaint, the Defendants admit only that Mr. McNeal initially support the hiring of Hamlett. However, the Defendants deny that Mr. McNeal believed that Hamlett could become a tool to remove qualified Caucasian educators. With respect to the material allegations contained in the fourth grammatical sentence of paragraph 12 of the Complaint, the Defendants deny these allegations.

13. The Defendants admit that Mr. McNeal was concerned about the recruitment of African-American teachers in the school system. The Defendants denies the allegations contained in numerical paragraph 13 of the Complaint.

14. With respect to the material allegations contained in the first grammatical sentence of paragraph 14 of the Complaint, the Defendants deny these allegations on the basis that no one requested, demanded or otherwise expected Hamlett to be anyone's tool for discrimination. With respect to the material allegations contained in the second grammatical

sentence of paragraph 14 of the Complaint, the Defendants deny these allegations on the basis that no one requested, demanded or otherwise expected Hamlett to engage in any form of racial discrimination. With respect to the material allegations contained in the third grammatical sentence of paragraph 14 of the Complaint, the Defendants deny these allegations on the basis that no one requested, demanded or otherwise expected Hamlett to engage in any form of racial discrimination. With respect to the material allegations contained in the fourth grammatical sentence of paragraph 14 of the Complaint, the Defendants deny these allegations.

15. The Defendants deny any and all material allegations contained in numerical paragraph 15 of the Complaint.

16. With respect to the material allegations contained in the first grammatical sentence of paragraph 16 of the Complaint, the Defendants deny these allegations. With respect to the material allegations contained in second and second grammatical sentences of paragraph 16 of the Complaint, the Defendants admit that the Board's counsel e-mailed Hamlett regarding Title 49. The Defendants are without knowledge as to the Plaintiff's definition of "official legal opinion." With respect to the material allegations contained in the third grammatical sentence of paragraph 16 of the Complaint, the Defendants admit these allegations. However, the Defendants aver that any inquiry board members may have made to Hamlett in this regard was strictly limited to the possibility of hiring teachers to work with a temporary three year waiver on necessary license and/or certification requirements.

17. The Defendants deny the allegations contained in numerical first grammatical sentence of paragraph 17 of the Complaint.

18. The Defendants admit that Mr. McNeal was concerned about the recruitment of African-American teachers in the school system and that he believed this would have a positive

effect on African-American students. The Defendants deny the remaining allegations contained in numerical paragraph 18 of the Complaint.

19. With respect to the material allegations contained in numerical paragraph 19 of the Complaint, the Defendants admit only that Hamlett's contract was renewed for a three year term in 2017. The Defendants deny any and all remaining allegations contained in this paragraph.

20. The Defendants deny any and all material allegations contained in numerical paragraph 20 of the Complaint.

21. With respect to the material allegations contained in numerical paragraph 21 of the Complaint, the Defendants admit only that Mr. McNeal advised Hamlett that her job status could be on the "chopping block" if the person she hired as a principal at Humboldt Junior and Senior High School was not successful. The Defendants deny any and all remaining allegations contained in this paragraph. Specifically, the Defendants deny that this comment was based on race discrimination in any form or fashion.

22. With respect to the material allegations contained in the first grammatical sentence of paragraph 22 of the Complaint, the Defendants admit these allegations. With respect to the material allegations contained in the second grammatical sentence of paragraph 22 of the Complaint, the Defendants deny these allegations.

23. The Defendants deny any and all material allegations contained in numerical paragraph 23 of the Complaint.

24. The Defendants deny the material allegations contained in numerical paragraph 24 of the Complaint. However, the Defendants aver that any comment Mr. McNeal made to

Hamlett regarding her job status being on the “chopping block” had nothing to do with race discrimination in any form or fashion.

25. With respect to the material allegations contained in the first grammatical sentence of paragraph 25 of the Complaint, the Defendants are without sufficient information with which to admit or deny these allegations and demands strict proof thereof. With respect to the material allegations contained in the second grammatical sentence of paragraph 25 of the Complaint, the Defendants deny that Mr. McNeal failed to acknowledge that there are certain difficulties in hiring African-American teachers. However, the Defendants deny that Mr. McNeal ever requested to hire any teacher in a manner that was not legal. With respect to the material allegations in the third grammatical sentence of paragraph 25 of the Complaint, the Defendants deny that anyone requested, demanded or otherwise expected Hamlett to engage in any form of racially based discrimination. The Defendants are without sufficient information with which to admit or deny the remaining allegations in this sentence and demands strict proof thereof.

26. With respect to the material allegations contained in numerical of paragraph 26 of the Complaint, the Defendants deny these allegations on the basis that Mr. McNeal never made such a request to Hamlett.

27. With respect to the material allegations contained in numerical paragraph 27 of the Complaint, the Defendants admit only that some of the current principles have, on occasion, expressed support for Hamlett. The Defendants are without sufficient information with which to admit or deny any remaining allegations contained in this paragraph and demands strict proof thereof. However, the Defendants aver that Humboldt Board of Education made the decision to not renew Hamlett’s contract for legitimate reasons that were completely unrelated to any form of racial discrimination, retaliation, or any other illegal and otherwise improper purpose.

28. With respect to the material allegations contained in the first grammatical sentence of paragraph 28 of the Complaint, the Defendants aver that the Humboldt Board of Education voted to not renew Hamlett's contract for legitimate reasons that were completely unrelated to any form of racial discrimination, retaliation or any other illegal or otherwise improper purpose. With respect to the material allegations in the second grammatical sentence of paragraph 28 of the Complaint, the Defendants deny these allegations. With respect to the material allegations contained in the third grammatical sentence of paragraph 28 of the Complaint the Defendants admit these allegations. However, the Defendants aver that in making this comment Mr. McNeal was simply stating a demographic fact that the student body of the Humboldt School System is predominately African-American in terms of its population percentage. The Defendants deny that this comment was in any way making a reference to firing and/or not hiring otherwise qualified Caucasian teachers. With respect to the material allegations contained in the fourth grammatical sentence of paragraph 28 of the Complaint, the Defendants admit the Board voted 3-2 to not renew the Plaintiff's contract. However, the Defendants aver that it voted to not renew Hamlett's contract for legitimate reasons that were completely unrelated to any form of racial discrimination, retaliation, or any other illegal and otherwise improper purpose.

29. The Defendants deny any and all material allegations contained in numerical paragraph 29 of the Complaint.

30. With respect to the material allegation contained in the first grammatical sentence of numerical paragraph 30 of the Complaint, the Defendants admit only that Mr. McNeal made a comment that referenced "clean house," following the vote not to renew Hamlett's contract. However, the Defendants aver this comment was simply a reference to improving various

aspects of the Humboldt School System and reducing and/or revising pay for some staff positions that he believed contributed to the System's financial state.. The Defendants further aver that the phrase "clean house," was in no way a reference to firing otherwise qualified Caucasian teachers. With respect to the material allegations contained in the second grammatical sentence of paragraph 30 of the Complaint, the Defendants admit only that the dissenting board members expressed disagreement with the decision to not renew Hamlett's contract; however, the Defendants deny that this decision was based on racism. With respect to the material allegations contained in the third grammatical sentence of paragraph 30 of the Complaint, the Defendants admit that one of the dissenting board members used this terminology. However, the Defendants aver that it voted to not renew Hamlett's contract for legitimate reasons that were completely unrelated to any form of racial discrimination, retaliation, or other illegal and otherwise improper purpose.

31. The Defendants admit that a Board member sent a letter to the Plaintiff that contained some of the language as contained in the first grammatical sentence of numerical paragraph 31 of the Complaint. However, the Defendants deny that the Board member was a direct "ear witness" to these alleged comments and was stating hearsay that he was told. The Defendants deny the remaining allegations contained in paragraph 31 of the Complaint.

32. With respect to the material allegations contained in the first grammatical sentence of paragraph 32 of the Complaint, the Defendants deny these allegations. With respect to the material allegations contained in the second grammatical sentence of paragraph 32 of the Complaint, the Defendants admit only that Hamlett wrote Mr. McNeal a letter dated February 3, 2020 that contained this terminology. However, the Defendants deny that Mr. McNeal – or any other Board Member – has ever requested, demanded or otherwise expected Hamlett to fire

otherwise qualified Caucasian people on the basis of their race. With respect to the material allegations contained in the third grammatical sentence of paragraph 32 of the Complaint, the Defendants deny these allegations.

33. With respect to the material allegations contained in the first grammatical sentence of numerical paragraph 33 of the Complaint, the Defendants admit these allegations. With respect to the material allegations contained in the second grammatical sentence of numerical paragraph 33 of the Complaint, the Defendants are without sufficient information with which to admit or deny these allegations and demands strict proof thereof. However, the Defendants aver that these allegations are completely irrelevant and have no bearing whatsoever on the facts of this lawsuit. With respect to the material allegations contained in the third grammatical sentence of numerical paragraph 33 of the Complaint, the Defendants are without sufficient information with which to admit or deny these allegations and demands strict proof thereof. However, the Defendants aver that it voted to not renew Hamlett's contract for legitimate reasons which were completely unrelated to racial discrimination, retaliation, or any other illegal and otherwise improper purpose.

34. The Defendants deny any and all material allegations contained in numerical paragraph 34 of the Complaint.

35. The Defendants reincorporate their answers in paragraphs 1-34 above.

36. With respect to the material allegations contained in numerical paragraph 36 of the Complaint, these allegations do not contained any assertions of fact and only conclusions of law; therefore, no response is required. However, the Defendants deny that Hamlett suffered any form of discrimination that is actionable under 42 U.S.C. §1981.

37. With respect to the material allegations contained in numerical paragraph 37 of the Complaint, these allegations do not contained any assertions of fact, only conclusions of law; therefore, no response is required. However, the Defendants deny that Hamlett suffered any form of discrimination that is actionable under 42 U.S.C. §1983. Specifically, the Defendants aver that none of the factual allegations in this Complaint involve matters that are subject to First Amendment protection and denies the Plaintiff was speaking as a private citizen.

38. With respect to the material allegations contained in numerical paragraph 38 of the Complaint, these allegations do not contain any assertions of fact, only conclusions of law; therefore, no response is required. However, the Defendants deny that Hamlett suffered any form of discrimination that is actionable under the THRA. The Defendants also deny that that this Court has supplemental jurisdiction over any state law claim.

39. The Defendants deny any and all material allegations contained in numerical paragraph 39 of the Complaint.

40. The Defendants deny any and all material allegations contained in numerical paragraph 40 of the Complaint.

41. The Defendants deny any and all material allegations contained in numerical paragraph 41 of the Complaint. Furthermore, the Defendants aver that none of the factual allegations in this Complaint involve matters that are subject to First Amendment protection.

42. The Defendants deny any and all material allegations contained in numerical paragraph 42 of the Complaint.

43. The Defendants deny any and all material allegations contained in numerical paragraph 43 of the Complaint.

44. The Defendants deny any and all material allegations contained in numerical paragraph 44 of the Complaint.

II. SECOND DEFENSE

1. All allegations, including the Prayer for Relief, not herein admitted, explained, or denied are now denied in each and every material respect.

2. The Defendants deny they are liable to the Plaintiff for any amount and for any reason, or that the Plaintiff is entitled to any other form of relief.

III. AFFIRMATIVE DEFENSES

1. The Complaint fails to state a claim against this defendant upon which relief can be granted, pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure.

2. The Plaintiff, during the September 2019 Humboldt School Board meeting, and prior to a vote being taken, pulled the request for an extension of her contract.

3. This Defendants deny that they are guilty of any action or conduct which might constitute a state law claim under the statutory and/or common laws of the Constitution of the State of Tennessee, or a federal constitutional, statutory, or common law claim.

4. The Defendants deny that that this Court can exercise supplemental jurisdiction over any state law claim.

5. To the extent Plaintiff has failed to satisfy any conditions that are necessary to maintain her claims, or failed to exhaust administrative remedies, such claims are barred.

6. The Defendants deny they acted in any manner which could be described as deliberately indifferent to the rights of the plaintiff; and aver that no policies, practices and/or customs of the City of Humboldt and or Humboldt City School Board subjected the Plaintiff to the denial of her constitutional rights.

7. None of the factual allegations in the Plaintiff's Complaint involve matters that are subject to First Amendment protection under the United States Constitution.

8. The Plaintiff did not have a protected property interest and/or liberty interest in an extension of her contract with the defendant.

9. At all times, this Defendants' actions were based on legitimate, nondiscriminatory, and non-pretextual reasons, undertaken in good faith, and without malice or ill will toward the Plaintiff.

10. The Defendants' decision to not renew Hamlett's contract was based on legitimate, nondiscriminatory, and non-pretextual reasons, and was completely unrelated to any form of racial discrimination, retaliation, or other illegal and otherwise improper purpose.

11. No one on the Humboldt City School Board ever made any demand or request that Hamlett fire or terminate otherwise Caucasians and to replace them with unqualified African American's.

12. The decision to not renew Hamlett's contract was based on legitimate, nondiscriminatory, and non-pretextual reasons, and was in no any way motivated by, or in retaliation for her any alleged hiring or refusing to fire otherwise qualified Caucasian employees.

13. To the extent Plaintiff has failed to mitigate her alleged damages, such failure reduces or bars any recovery for such damages.

14. Although this Defendants deny they are guilty of any action or conduct which might constitute a state law claim under the statutory or common laws, and/or Constitution of the State of Tennessee, the City of Humboldt and Humboldt City School Board have immunity from suit for any such cause of action by virtue of Tenn. Code Ann. §29-20-205.

15. To the extent this Court may determine that the Plaintiff's claims are governed by

the terms of the Tennessee Governmental Tort Liability Act (“TGTLA”), Tenn. Code Ann. §29-20-101, et seq. this Defendants have immunity and incorporates herein any defenses to which it is entitled under the TGTLA, and exclusive jurisdiction of any such claims lie in the Circuit Court of Gibson County, Tennessee.

16. The Plaintiff’s alleged injuries/damages were proximately caused by or contributed to by her own conduct, thereby reducing or barring her claim.

17. This Defendants deny they are liable to the Plaintiff in any form, for any amount, or any reason.

18. The Plaintiff cannot demonstrate that, but for her race, he contract would have been renewed and the same decision would have been made irrespective of race.

Respectfully submitted,

FLIPPIN, COLLINS & HILL, P.L.L.C.

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CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of this pleading or document was served upon the following via the court's Electronic Court Filing System:

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This, the 1st of May, 2020.

FLIPPIN, COLLINS & HILL, P.L.L.C.

By: /s/Michael R. Hill
Michael R. Hill