

CAUSE NO. 348-340502-23

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|------------------------------------|---|--------------------------------|
| DR. JAMES WHITFIELD, | § | IN THE DISTRICT COURT |
| <i>Plaintiff,</i> | § | |
| | § | |
| v. | § | TARRANT COUNTY, TEXAS |
| | § | |
| GRAPEVINE-COLLEYVILLE | § | |
| INDEPENDENT SCHOOL DISTRICT | § | |
| and TAMMY NAKAMURA, | § | |
| <i>Defendants.</i> | § | _____ JUDICIAL DISTRICT |

PLAINTIFF’S ORIGINAL PETITION

Plaintiff Dr. James Whitfield files this Original Petition against Defendants Grapevine-Colleyville Independent School District (GCISD) and Tammy Nakamura, and alleges the following in support thereof:

I. INTRODUCTION

1. This suit concerns Ms. Nakamura’s defamation of Dr. Whitfield in direct breach of a settlement agreement entered into between Dr. Whitfield and GCISD.

II. PARTIES

2. Plaintiff Dr. James Whitfield is a resident of Texas and may be served through the undersigned counsel of record.

3. Defendant Grapevine-Colleyville Independent School District is an independent school district with its principal administrative office address at 3051 Ira E. Woods Avenue, Grapevine, TX, 76051 and is authorized to do business in Texas.

4. Defendant Nakamura is a resident of Texas and may be served at 1105 Tinker Road, Colleyville, TX 76034.

III. DISCOVERY

5. Plaintiff intends to conduct discovery under Level Two (2) pursuant to Rule 190.3 of the Texas Rules of Civil Procedure.

IV. JURISDICTION

6. Plaintiff seeks damages and relief under the common law and statutory laws of the State of Texas, and the amount in controversy is within the subject matter and monetary jurisdiction of the District Court of Tarrant County, Texas.

7. Pursuant to Texas Rule of Civil Procedure 47, Plaintiff seeks monetary relief of less than \$250,000.00 and non-monetary relief. Plaintiff reserves the right to amend this election as more information becomes known.

V. VENUE

8. Venue is proper in Tarrant County, Texas, pursuant to Texas Civil Practice and Remedies Code § 15.002 because the facts from which this suit arises occurred in Tarrant County, Texas.

VI. CONDITIONS PRECEDENT

9. Plaintiff would show that all conditions precedent have been performed or have been waived.

VII. FACTS

10. Dr. Whitfield was employed as the Principal of Colleyville Heritage High School in Colleyville, Texas. As reported in the *Washington Post*, on June 3, 2020, Dr. Whitfield, a Black man, sent an email after the murder of George Floyd, denouncing discrimination and emphasizing that education is the key to overcoming it.¹ Thereafter, he was put on paid leave until the Board voted unanimously to give notice of the proposed non-renewal of his contract. Then, on the eve of

¹ <https://www.washingtonpost.com/nation/2021/09/21/james-whitfield-school-board-vote/>

the Board of Trustees' vote to not renew his contract, Dr. Whitfield and GCISD reached a settlement agreement regarding Dr. Whitfield's prospective contract and civil rights claims² (the "Settlement Agreement," attached hereto as **Exhibit A**).

11. The Settlement Agreement set forth the terms of Dr. Whitfield's voluntary resignation from GCISD. It also contained a "Mutual Non-Disparagement, Non-Retaliation" provision. That clause provided, in relevant part, that "the District's Board...agree[s] to not make any disparaging remarks about Whitfield, his family members, his representatives and/or agents." Ex. A, para. 9.

The paragraph goes on to state:

This Agreement includes, but is not limited to, any discussions with current employees and students except to inform them that Whitfield has resigned, any attempts to get Whitfield fired from any subsequent employment positions, the writing and mailing of letters and complaints about Whitfield, the making of false and negative references for Whitfield, and the making of false or disparaging remarks in any form about Whitfield, whether personally, in writing, or electronically. The parties agree that failure to meet the requirements of this paragraph shall constitute a breach of this Agreement and that this Agreement can be used in any appropriate legal proceeding to enforce the terms of this Agreement or to protect any of the individuals this Agreement is designed to protect, and that the terms of this paragraph shall survive the termination of this Agreement.

Ex. A, para. 9.

12. The Settlement Agreement also provides the exclusive language that the parties may use to describe the agreement, which is as follows:

"The Grapevine-Colleyville Independent School District and Dr. James Whitfield have been in the media frequently in recent weeks concerning the disputes between them. Both the District and Dr. Whitfield each strongly believe they are in the right. However, each also agrees that the division in the community about this matter has impacted the education of the District's students. In addition, the time, expense, and disruption for both Dr. Whitfield and the District would continue for some time and would further harm the education of District students. The District and Dr. Whitfield have mutually agreed to resolve their disputes. Dr. Whitfield and GCISD strongly agree it is important we continue to provide a safe and nurturing educational

² <https://www.washingtonpost.com/education/2021/11/10/texas-principal-critical-race-theory-whitfield/>

environment to all students, no matter their background, race, or gender. The District and Dr. Whitfield each wish the best to the other in the future. The District and Dr. Whitfield have agreed this will be their only public statement on this matter."

Ex. A., para. 10.

13. On June 26, 2022, GCISD Trustee Tammy Nakamura spoke at a public School Board Panel Discussion at a local RNC Community Center. During this recorded address, Trustee Nakamura referred to Dr. Whitfield as a "total activist." She further stated that she reviewed Dr. Whitfield's "whole file," and that the letter he sent denouncing discrimination and emphasizing that education is the key to overcoming it was "the straw that broke the camel's back...that got him fired." She went on to say that Dr. Whitfield was "pushing a movement through" and that there was "absolute proof of what he was trying to do," and referred to teachers like Dr. Whitfield as "poison."

14. Trustee Nakamura, as a GCISD Board Member, was bound by the terms of the Settlement Agreement. Her disparaging comments about Dr. Whitfield clearly breached both paragraphs 9 and 10 of the Settlement Agreement. Dr. Whitfield's reputation and his continued search for new employment have both been damaged by Trustee's Nakamura defamatory comments. Accordingly, Dr. Whitfield files the present suit.

VIII. CAUSES OF ACTION

COUNT ONE: BREACH OF CONTRACT

15. Dr. Whitfield repeats and re-alleges the allegations contained in the paragraphs above, as if fully set forth herein.

16. Dr. Whitfield and GCISD entered into the Settlement Agreement which was a valid and binding contract. Dr. Whitfield performed under the terms of the contract. GCISD and Defendant Nakamura breached the contract when Nakamura defamed Dr. Whitfield in violation of the "Mutual Non-Disparagement" clause of the contract, and/or when she violated the terms of the

“Joint Statement” clause of the contract. Dr. Whitfield has suffered damages as a result of GCISD and Defendant Nakamura’s breach.

COUNT TWO: DECLARATORY JUDGMENT

17. Dr. Whitfield repeats and re-alleges the allegations contained in the paragraphs above, as if fully set forth herein.

18. Pursuant to Texas Civil Practice and Remedies Code section 37.001, et seq., the Court may declare rights, status, and legal relations whether or not further relief is or could be claimed, and before or after breach of contract.

19. Plaintiff seeks a judgment declaring the following: 1) that all current and future Trustees are bound by the terms of the Settlement Agreement; and 2) that the statements by Nakamura regarding Plaintiff constituted disparaging remarks under the terms of the Settlement Agreement.

IX. NOTICE OF INTENT TO USE PRODUCED DOCUMENTS

20. Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, Plaintiff gives notice to all parties in this matter that Plaintiff intends to use any and all documents produced by any and/or all parties in discovery, attached to depositions as exhibits, or produced for inspection at deposition in this case at any pre-trial proceeding and/or at trial.

X. ATTORNEY FEES

21. It has been necessary for Plaintiff to employ the undersigned attorneys to represent Plaintiff in this matter. Plaintiff has incurred reasonable and necessary attorney fees in pursuing relief, and will continue to incur reasonable and necessary attorney fees until resolution of this dispute. Accordingly, Plaintiff seeks statutory attorneys’ fees pursuant to Tex. Civ. Prac. & Rem. Code §§ 38.001 and 37.009.

XI. JURY TRIAL REQUESTED

22. Plaintiff herein requests a jury trial and tenders the jury fee to the Tarrant County District Clerk's office, pursuant to Rule 216 of the Texas Rules of Civil Procedure.

XII. REQUESTED RELIEF

Plaintiff requests that:

1. Judgment be granted in Plaintiff's favor on his claim for Breach of Contract;
2. The Court enter a declaratory judgment as requested in paragraph 19;
3. A permanent injunction be entered ordering Defendants to cease violating the Settlement Agreement;
4. Plaintiff be awarded his reasonable attorneys' fees;
5. Plaintiff be awarded damages for the harm suffered in an amount within the jurisdictional limits of the Court; and
6. Plaintiff be awarded costs of court and such other and further relief to which he may be justly entitled.

Dated: February 24, 2023

/s/ David W. Henderson
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COUNSEL FOR PLAINTIFF

EXHIBIT A

COMPROMISE, SETTLEMENT, AND RELEASE AGREEMENT

THIS AGREEMENT is made by and between the Grapevine-Colleyville Independent School District, its agents, trustees, successors, representatives and employees ("District"), a political subdivision of the State of Texas located in Tarrant County, Texas, and Dr. James Whitfield, his representatives, heirs, executors, and assigns ("Whitfield").

WITNESSETH:

WHEREAS, Whitfield is employed by the District as the Principal of Colleyville Heritage High School;

WHEREAS, Whitfield is currently on paid leave;

WHEREAS, Whitfield desires to resign his employment effective August 15, 2023, as explained in paragraph 2;

WHEREAS, disputes and controversies exist between the parties, and Whitfield and the District desire to settle all existing disputes and controversies in an amicable and beneficial manner; and

NOW, THEREFORE, in consideration of the mutual representations, promises, and agreements contained herein, including the recitals set forth above, and with the express intention of settling and extinguishing all obligations, demands, claims, causes of action, and liability of whatever nature relating to Whitfield's employment with the District, except as otherwise required by law, the parties voluntarily agree as follows:

1. Leave with Pay. Whitfield has been on paid leave since August 30, 2021. In exchange for Whitfield's resignation and other valuable consideration described herein, the District agrees to keep Whitfield on paid administrative leave, with all attendant benefits until August 15, 2023. The District shall continue to pay Whitfield his current salary through that date, less all applicable deductions for federal income tax, teacher retirement, Medicare, insurance, or any other withholdings, if applicable, in accordance with the District's customary payroll practices. Except as otherwise provided herein, Whitfield is relieved of all duties and shall not engage in any other work-related conduct or communications during the remainder of his paid leave, unless called upon by District to provide consulting services, including speaking to or with current students, parents, employees, or the media (except as set forth herein). In exchange for Whitfield's resignation described in paragraph 2 below, the District's Superintendent agrees to not recommend to the District's School Board that the Board non-renew Whitfield's contract and the District's School Board agrees to not take action on the currently proposed nonrenewal of his contract. Whitfield's salary shall continue to be paid monthly in accordance with the District's standard pay schedule until the effective date of his resignation. **HOWEVER**, Whitfield's salary shall cease if he accepts employment by or with another Texas public school district, since Whitfield cannot legally work for two independent school districts at one time. Also, in such event, Whitfield's resignation shall become effective the date he begins work with that public school district.

2. Resignation. In exchange for the consideration described herein, Whitfield hereby irrevocably resigns his employment thirteen and one-half (13.5) months after the end of his 2021-2022 employment contract. Whitfield's 2021-2022 employment contract ends on June 30, 2022, making his resignation date August 15, 2023. Therefore, the Superintendent of the District hereby accepts Whitfield's resignation effective August 15, 2023. A copy of Whitfield's resignation and the Superintendent's acceptance of same are attached as "Exhibit A". Whitfield hereby waives all rights under his Chapter 21 contract of employment after the effective date of his resignation, in exchange for the consideration described herein.

3. Employee's Release. In exchange for the consideration described herein, Whitfield hereby WAIVES, RELEASES, ACQUITS, FOREVER DISCHARGES, AND AGREES TO INDEMNIFY AND HOLD HARMLESS the District, its Board of Trustees, the individual members thereof, its employees, agents, attorneys and any other person acting on behalf of the Board of Trustees or the District, of and from all causes of action, debts, salaries, wages, compensation, benefits, damages, liabilities, costs, controversies, claims, demands, contracts, right and privileges, of every nature and description whatsoever, whether in tort, contract, or equity, whether known or unknown, or by virtue of any civil rights or other federal or state constitution, law, regulation, or rule, including, but not limited to, the United States Constitution, the Constitution of the State of Texas, 42 United States Code Sections 1983 and 1988, Title VII of the Civil Rights Act of 1964 and 1991, the Equal Pay Act, the Texas Labor Code, the Texas Commission on Human Rights Act, the Fair Labor Standards Act, the Age Discrimination in Employment Act, Teacher Retirement System of Texas, breach of contract, and any common law or Texas law claims that were raised or could have been raised by Whitfield on or before the execution of this Agreement, and arising from Whitfield's employment by the District and his resignation from employment with the District, unless otherwise prohibited by law. Whitfield expressly agrees not to sue or participate, unless required by court order or law, in any federal or state judicial or state administrative proceeding against: the District or its officers, employees, representatives, or agents, in their official or individual capacities, related to his employment by the District; Board members' or District employees' conduct during his employment with the District, up to his resignation from the District, and further expressly agrees, unless otherwise prohibited by law, not to make any reports or claims regarding Board member or District employee conduct committed prior to the execution of this Agreement, to any federal or state agency or tribunal, unless such failure to report would be prohibited by law. Whitfield further expressly agrees to withdraw or dismiss with prejudice, any pending reports or claims that he has filed or asserted against the District, its Board of Trustees, the individual members thereof, its employees, agents, attorneys and any other person acting on behalf of the Board of Trustees or the District, with any judicial or administrative body in any forum whatsoever, including, but not limited to, the Texas Education Agency, the Texas Commission on Human Rights, the State Board for Educator Certification, or any court in any jurisdiction, and specifically waives his right to recovery for any action filed with the Equal Employment Opportunity Commission ("EEOC") or that the EEOC has brought on his behalf.

4. No Further Obligations. Payment of the aforementioned sums by the District to Whitfield and the exchange by the parties hereto of the other consideration enumerated herein shall constitute full and final satisfaction of the District's obligations to Whitfield under all employment agreements or contracts, whether written or oral, between the parties, including, but not limited to, any and all rights Whitfield may have had pursuant to his contract with the District, as well as any

additional right or privilege Whitfield may have had pursuant to the Texas Education Code.

5. Return of District Property. Whitfield agrees that he shall return to the District all keys, credit cards, books, records, supplies, student records, equipment, computers, and any other property, if any, of the District in Whitfield's possession, within seven days of the execution of this Agreement. In order to comply with his obligations as a "temporary custodian" of District records under the Texas Public Information Act, Whitfield agrees that he shall immediately transfer to the District, for archival purposes, any and all communications related to District business that are located solely on Whitfield's personal electronic devices and not otherwise accessible by the District. Whitfield further agrees he will not use any District e-mail, social media platform, or other District communication device during his continued employment. Whitfield further agrees he will not use District property or wear District branded items during any future media appearances or interviews.

6. Personal Effects. Whitfield agrees that he shall remove all of his personal effects and property from the District at a mutually-agreeable date and time, with District supervision.

7. Sealing of Records. The District agrees, to the extent allowed by law, to maintain the confidentiality of Whitfield's employment records, subject to the request of the Texas Public Information Act and the requirements of this Agreement, to seal records related to the District's allegations made against Whitfield; provided, however, the District shall be entitled to use those documents to comply with Texas Education Code Section 21.355. In addition, such sealed file shall be available on Whitfield's request, on a valid public information request under the Texas Public Information Act, on the request of any State entity entitled to seek such documents, on a valid court order or subpoena, or as provided in paragraph 9 below. The parties acknowledge that this Agreement is a public document under the Texas Public Information Act.

8. Appraisal for 2021 – 2022. The parties agree that the District will not finalize Whitfield's appraisal for the 2021 – 2022 school year.

9. Mutual Non-Disparagement, Non-Retaliation Agreement. Whitfield agrees that he, his family members, his representatives and/or agents will not retaliate against, harass, intimidate, or disparage in any manner, directly or indirectly, personally or through third parties, any current or past District employee or administrator, any Board member, attorney, officer, or student of the District, or any relative of any current or past District employee, Board member, attorney, officer, or student, or the District itself. This Agreement includes, but is not limited to, any discussions with current employees, any attempts to get individuals fired from their employment positions, the making of negative statements about students, staff, employees, volunteers or other agents of the District acting within the course and scope of their agency; the writing and mailing of letters and complaints, the making of false or negative references for employees he supervised, and the making of false or disparaging remarks in any form, whether personally, in writing, or electronically. Whitfield further acknowledges that, should Whitfield make public or private statements about the reasons behind his resignation from the District, and should those statements be inaccurate and/or harmful to the District, then the District shall be able to respond publicly and release Whitfield's evaluations, reprimands, summaries of conference, or other responses to such District documents. Whitfield further agrees that he may not provide disparaging information about District to, or assign any claims belonging to him about the District to, any third party. Except

as otherwise required by the Texas Public Information Act or the District's Board or Superintendent's duties and rights as detailed in Paragraph 8 above, the District's Board, Human Resources Department, and the Superintendent agree to not make any disparaging remarks about Whitfield, his family members, his representatives and/or agents. Further, the above-named District employees agree to not harass, intimidate, or disparage Whitfield, his family members, his representatives and/or agents, directly or indirectly, personally or through a third party, subject to their duties and rights as detailed in Paragraph 8 above. This Agreement includes, but is not limited to, any discussions with current employees and students except to inform them that Whitfield has resigned, any attempts to get Whitfield fired from any subsequent employment positions, the writing and mailing of letters and complaints about Whitfield, the making of false and negative references for Whitfield, and the making of false or disparaging remarks in any form about Whitfield, whether personally, in writing, or electronically. The parties agree that failure to meet the requirements of this paragraph shall constitute a breach of this Agreement and that this Agreement can be used in any appropriate legal proceeding to enforce the terms of this Agreement or to protect any of the individuals this Agreement is designed to protect, and that the terms of this paragraph shall survive the termination of this Agreement.

10. Joint Statement. District and Whitfield further agree that neither shall comment on this Agreement other than to jointly issue the following statement:

“The Grapevine-Colleyville Independent School District and Dr. James Whitfield have been in the media frequently in recent weeks concerning the disputes between them. Both the District and Dr. Whitfield each strongly believe they are in the right. However, each also agrees that the division in the community about this matter has impacted the education of the District's students. In addition, the time, expense, and disruption for both Dr. Whitfield and the District would continue for some time and would further harm the education of District students. The District and Dr. Whitfield have mutually agreed to resolve their disputes. Dr. Whitfield and GCISD strongly agree it is important we continue to provide a safe and nurturing educational environment to all students, no matter their background, race, or gender. The District and Dr. Whitfield each wish the best to the other in the future. The District and Dr. Whitfield have agreed this will be their only public statement on this matter.”

11. References. Whitfield shall direct all reference requests to the District's Human Resources Department, specifically the Assistant Superintendent of Human Resources. The District's Assistant Superintendent of Human Resources, when contacted over the phone or electronically by prospective employers, shall provide a neutral reference that consists only of: position held; salary; dates of employment; and that Whitfield resigned effective August 15, 2023, as explained in paragraph 2, but will not respond to questions related to Whitfield's eligibility for rehire. Whitfield may request a reference from District employees, but no such individuals shall be obligated to provide a reference. The District is not responsible for the statements of such individuals.

12. Eligibility for Rehire. Whitfield shall be considered eligible for rehire in the District, but agrees not to apply for employment with the District again. Should Whitfield be mistakenly rehired, then his employment contract will be deemed null and void and Whitfield will immediately resign said contract without invoking any request for any due process.

13. No Admission. This Agreement is entered voluntarily between the parties. The parties further understand and agree that the terms herein and consideration paid are to compromise disputed claims, avoid litigation, and buy peace, and that no statement or consideration given shall be construed as an admission of any liability or wrongdoing on behalf of either party.

14. Legal Counsel. Whitfield represents and agrees that Whitfield has been advised to consult with his legal counsel, and Whitfield has discussed this Agreement with legal counsel of his choice.

15. Entire Agreement. This document constitutes and contains the entire agreement and understanding concerning Whitfield's employment with the District, his voluntary resignation of his non-Chapter 21 contract, and the other subject matters addressed herein between the parties, and supersedes and replaces all prior negotiations or understandings concerning the subject matter hereof. This Agreement, when executed by the parties, shall be binding upon all parties hereto, their respective heirs, executors, administrators, successors and assigns. Whitfield acknowledges that he has not transferred or assigned any cause of action or claim that he may have against the District, in whole or in part, to any person, firm or other entity. This Agreement may be modified or terminated only in writing, executed by all the parties hereto.

16. Voluntary Agreement. The parties stipulate that this Agreement has been entered into voluntarily and not as a result of coercion, duress, undue influence, or reliance upon any statement, promise, or representation not specifically included in this Agreement.

17. Attorneys' Fees. The District and Whitfield agree that each party shall be responsible for the payment of their own attorney's fees.

18. State Law to Apply. This Agreement is to be performed entirely in Tarrant County, Texas, and the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. Should any provision in this Agreement be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect as to all other provisions herein. Mandatory and exclusive venue for any action brought to enforce or interpret this Agreement shall be brought in state district court in Tarrant County, Texas.

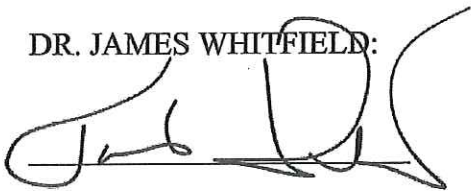
19. Original Documents. This Agreement may be executed in a number of identical counterparts, each which shall be deemed an original for all purposes. All the parties hereto further agree that they shall execute any and all documents necessary to effect the intent and purposes of this Agreement. Further, this Agreement supersedes any and all prior oral or written agreements, arrangements or understandings between the parties that relate to any of the subject matter of this Agreement. This Agreement may be modified or terminated only in writing, executed by all the parties hereto.

20. COBRA Notice. Notice is hereby given that the "qualifying event" under the Consolidated Omnibus Reconciliation Act ("COBRA") shall occur on August 15, 2023, and Whitfield shall thereafter be eligible to continue in the District's insurance program for the statutorily-allotted time, provided he pays the necessary premiums at the appropriate times.

21. Authority. Each signatory hereto acknowledges, represents and warrants that he or she has the requisite authority to execute this Compromise, Settlement and Release Agreement in the respective capacity set forth herein. This Agreement shall be binding on all parties hereto, their

respective heirs, executors, administrators, successors, and assigns when executed by the parties. Whitfield acknowledges that the Agreement will not be final and agreed until it is approved and signed by the president of the District's Board of Trustees or his designee following Board approval of the Agreement at a duly posted and conducted public meeting called in accordance with the Texas Open Meetings Act. District agrees to present the Agreement to the Board at the first possible meeting of the Board following this mediation. The Superintendent of the District and the District's attorneys recommend approval to the Board.

DR. JAMES WHITFIELD:



11/8/2021

Date

GRAPEVINE-COLLEYVILLE
INDEPENDENT SCHOOL DISTRICT



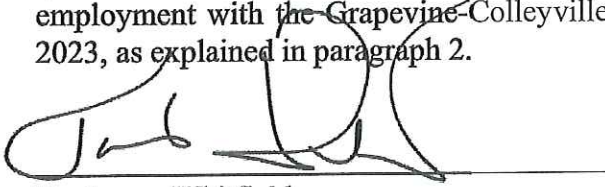
President, Board of Trustees

11/8/2021

Date

EXHIBIT A

I, Dr. James Whitfield, hereby tender my resignation of my term employment contract and my employment with the Grapevine-Colleyville Independent School District, effective August 15, 2023, as explained in paragraph 2.



Dr. James Whitfield

11/8/2021

Date

RESIGNATION ACCEPTED:



Dr. Robin Ryan, Superintendent
Grapevine-Colleyville Independent School District

11-8-2021

Date

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Adrian Cabello on behalf of David Henderson
Bar No. 24032292
acabello@equalrights.law
Envelope ID: 73100790
Status as of 2/24/2023 3:20 PM CST

Case Contacts

| Name | BarNumber | Email | TimestampSubmitted | Status |
|---------------------------|-----------|-------------------------------|----------------------|--------|
| David Henderson | | dhenderson@equalrights.law | 2/24/2023 3:12:47 PM | SENT |
| Ellwanger Law | | docketing@equalrights.law | 2/24/2023 3:12:47 PM | SENT |
| J. SebastianVan Coevorden | | svancoevorden@equalrights.law | 2/24/2023 3:12:47 PM | SENT |