

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND

ANDREA BARR
801 Kilber Court
Belair, Maryland 21014
Plaintiff,

v.

BALTIMORE COUNTY PUBLIC SCHOOLS
6901 North Charles Street
Towson, Maryland 21204

BOARD OF EDUCATION OF BALTIMORE
COUNTY
6901 North Charles Street
Towson, Maryland 21204
Defendants.

Civil Action No. _____

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MOTION FOR TEMPORARY RESTRAINING ORDER
AND PRELIMINARY INJUNCTIVE RELIEF

Plaintiff Andrea Barr (hereinafter “Ms. Barr” or “plaintiff”), by her attorney Kathleen Cahill, sues Baltimore County Public Schools (hereinafter “BCPS”) and the Baltimore County School Board (hereinafter “the County School Board”), defendants, and hereby moves, pursuant to Md. Rules §§15-504 and 15-505, for the issuance of a temporary restraining order and a preliminary injunction, and in support thereof states:

1. Plaintiff incorporates by reference the allegations in the Complaint for Writ of Mandamus/Prohibition, Declaratory Relief, and Temporary and Permanent Injunctive Relief (“Complaint”).

2. Plaintiff seeks a temporary restraining order halting the County School Board’s illegal campaign to terminate her employment, and mandating that defendants immediately take all measures necessary to memorialize and safeguard her right to continued employment beyond

June 30, 2022 based upon the unanimous and binding May 17, 2022 Board vote in favor of her continued employment.

3. As attested to by plaintiff Andrea Barr, without issuance of a temporary restraining order, immediate, substantial, and irreparable harm will result before a full adversary hearing can be held on the issuance of a preliminary or final injunction. Without issuance of a temporary restraining order, Ms. Barr's employment will end unlawfully on June 30, 2022, after 36 years of exceptional performance and service. In fact, her employment will end despite the lawful and binding Board vote to continue her employment; and her employment will end because of her relentless commitment to conducting the work of the Office of Audit by "promoting sound fiscal management, maintaining a system of internal controls and ensuring the highest standards of ethical conduct," and "safeguard[ing] and preserv[ing] the assets and resources of the board and report[ing] all instances of suspected fraud, waste, abuse or unlawful acts" -- even in the face of pressure by certain members of the County School Board to undermine that mission for their personal and malicious reasons, and threats to fire her and abolish the Office of Internal Audit. See Complaint and Affidavit of Andrea Barr, with Exhibits, attached hereto.

4. There is a substantial probability that Ms. Barr will prevail on the merits of her Complaint. As set forth in the Affidavit and Opinion of expert Parliamentarian, Michael L. Swift, attached hereto, the May 17, 2022 County School Board vote constituted a vote *in favor* of the motion to renew Ms. Barr's contract. As the law dictates and expert Parliamentarian, Michael L. Swift, attests:

(a) the May 17, 2022, Board vote was 6-0 in favor of the motion to renew Ms. Barr's contract. That unanimous vote constituted a majority vote of the then 11-member Board in favor of the motion to renew the contract.

(b) Maryland law controlling the operations of public schools and county school boards provides that a motion is adopted with the concurrence of the majority of the Board. Md. Code Ann., Educ. §3-2B-01; COMAR §13A.02.01.01.

(c) defendant's own County Board Policy 8320 provides that a motion is adopted with the concurrence of the majority of the Board.

(d) defendant's own County Board Policy 8311 provides that Robert's Rules of Order shall govern voting process at Board meetings, except when superseded by Board Policy or Maryland law.

(e) Robert's Rules of Order Newly Revised 12th Edition provides that a motion is adopted with the concurrence of the majority of the Board, defining majority as "more than half the votes cast by the members entitled to vote."

See Affidavit of Michael L. Swift, and exhibits thereto.

5. Unless defendants are restrained from proceeding further based upon the fallacious assertion that the County School Board voted against the motion to renew plaintiff's contract, in direct contravention of the controlling law, regulations, policies, and procedures, and parliamentary law, plaintiff will suffer immediate, substantial and irreparable harm. As Ms. Barr attests, at age 60, she faces the extinguishment of her career, with the loss of compensation and benefits, including the loss of significant Maryland State retirement benefits, which are irreplaceable. Then she faces a potentially impossible job search starting with the adverse false light this illegal "non-renewal" of her contract has placed her in, and further complicated by the likely interview-ending truthful explanation she would have to convey about why she is no longer employed by BCPS after 36 years, all while in litigation readily available to prospective employers in the public record. See Affidavit of Andrea Barr.

6. The benefits to plaintiff in obtaining injunctive relief are profound and significant and are equal to or outweigh the potential harm which defendants might incur if the Court grants the requested relief. In fact, absolutely zero harm will result to defendants from having Ms. Barr continue her employment, bringing to their operations and to the students, parents and the community the extraordinary performance she has manifested for decades. Indeed, on April 1, 2022, her employer BCPS, by the Superintendent, enthusiastically extended Ms. Barr the offer of continued employment – only to be thwarted by the County School Board’s illegal actions. See Affidavit of Andrea Barr, Exh. 3.

7. The public interest is inarguably served by granting the injunction. The public interest is served by requiring government entities and public officials to perform their duties consistent with controlling law, regulations, policies, and procedures, and by prohibiting rogue, unauthorized and illegitimate acts of government entities and public officials from depriving individuals of employment, rights, and their good reputation without legal basis and for personal malicious reasons.

8. Further, the public interest is served by granting the injunction given the strong public interest in: (a) the integrity of a school board’s voting process; (b) the orderly administration of public education in Baltimore County; (c) the necessity of accountability of the County School Board; (d) the essentiality of the County School Board’s institutional responsibility to students, parents and the community to act with integrity, impartiality, and independent judgment unfettered by improper influence; and (e) the critical goal of reaffirming that anti-retaliation provisions have meaning and true protective force so that people will continue to risk coming forward to report, and responsible employees will continue to properly

investigate, “instances of suspected fraud, waste, abuse or unlawful acts” by the County School Board and in the school system. Affidavit of Andrea Barr, Exhs. 2 & 3.

WHEREFORE, plaintiff respectfully requests that:

The Court issue an Order granting plaintiff a temporary restraining order:

- A. restraining and enjoining the County School Board from interfering with her employment;
- B. restraining and enjoining the County School Board from taking any further action contrary to or in contravention of the lawful vote to renew her employment contract;
- C. restraining and enjoining the County School Board from taking any further retaliatory action against her based on her performance of her job duties consistent with the mission of the Office of Internal Audit and with the requirement to “safeguard and preserve the assets and resources of the board and report all instances of suspected fraud, waste, abuse or unlawful acts”;
- D. requiring the County School Board to correct its official record and minutes to properly reflect the lawful vote in favor of renewing her employment contract;
- E. requiring the BCPS to immediately issue her renewal contract for the term July 1, 2022 through June 30, 2023; and
- F. requiring the BCPS and the County School Board to immediately execute her renewal contract for the term July 1, 2022 through June 30, 2023.

Plaintiff also respectfully requests that the Court issue an Order granting plaintiff a preliminary injunction extending the terms of its temporary restraining order, and in particular:

- A. restraining and enjoining the County School Board from interfering with her continued employment in any manner whatsoever;
- B. restraining and enjoining the County School Board from taking any further action contrary to or in contravention of the lawful vote to renew Ms. Barr's employment contract for 2022-2023; and
- C. restraining and enjoining the County School Board from taking any further action against Ms. Barr in retaliation for her performance of her job duties consistent with the mission of the Office of Internal Audit and the requirement to "safeguard and preserve the assets and resources of the board and report all instances of suspected fraud, waste, abuse or unlawful acts."

Plaintiff also respectfully requests that the Court issue an Order granting her such additional relief as the Court deems just, including her costs and reasonable attorney's fees.

_____/S/_____

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