

IN THE CIRCUIT COURT FOR ST. LOUIS CITY  
STATE OF MISSOURI

KEISHA SCARLETT, PH.D., )

Plaintiff, )

v. )

ST. LOUIS PUBLIC SCHOOL DIST., )

Serve at: )

801 N. 11th Street )

St. Louis, MO 63101 )

and )

MATT DAVIS, )

Serve at: )

5122 Washington Pl. )

St. Louis, MO 63108 )

Defendants. )

Case No.

JURY TRIAL DEMANDED

**PETITION FOR DAMAGES**

COMES NOW Plaintiff Keisha Scarlett, Ph.D., by and through counsel, and for her  
Petition for Damages against Defendants St. Louis Public School District (SLPS) and Matt Davis  
states as follows:

**INTRODUCTION**

1. This Petition contains claims for breach of contract in violation of Missouri  
common law and violation of the Missouri Whistleblower’s Protection Act, § 285.575 R.S.Mo.,  
against Defendant SLPS. The Petition also contains a claim for defamation in violation of Missouri  
common law against Matt Davis, Former Vice President of the Board of Education (Board or BOE)  
for Defendant SLPS.

**JURISDICTION AND VENUE**

2. Venue in this Court is proper pursuant to § 508.010 R.S.Mo., because the allegations that gave rise to this action occurred in St. Louis, Missouri, Defendant SLPS is located in St. Louis, Missouri, and Defendant Matt Davis resides in St. Louis, Missouri.

3. This Court has jurisdiction over Plaintiff's claims under Article V, Section 14 of the Missouri Constitution and under § 478.070 R.S.Mo.

**PARTIES**

4. Plaintiff Keisha Scarlett, Ph.D., is a citizen of the State of Washington. At all relevant times in this matter, Plaintiff Scarlett was a citizen of the State of Missouri and resided in St. Louis, Missouri.

5. At all times relevant herein, Plaintiff Scarlett was the Superintendent of Schools for Defendant SLPS.

6. Defendant SLPS is a public school district in St. Louis, Missouri, which conducts common school and educational curricula at multiple addresses within this Court's jurisdiction.

7. Defendant SLPS has the capacity to sue and be sued. Its main offices are located at 801 N. 11th Street, St. Louis, MO 63101.

8. At all times relevant herein, Defendant SLPS acted by and through its agents, board members, and employees.

9. At all times relevant herein, Defendant Matt Davis was the Vice President of the Board for Defendant SLPS from about 2021 to 2025.

**FACTS COMMON TO ALL COUNTS**

10. Plaintiff Keisha Scarlett served as Superintendent of Schools for Defendant SLPS from July 1, 2023 to October 14, 2024.

11. On or about July 25, 2024, Defendant SLPS placed Plaintiff Scarlett on administrative leave.

12. On or about October 14, 2024, Defendant SLPS ended Plaintiff Scarlett's employment.

13. Defendant SLPS terminated Plaintiff Scarlett's employment shortly after her report of illegal activity by the district.

14. Defendant SLPS claimed to terminate Plaintiff Scarlett's employment "for cause."

15. Defendant SLPS did not follow the termination procedures required in Plaintiff Scarlett's employment contract.

16. During Plaintiff Scarlett's administrative leave, Board Vice President Matt Davis made false and defamatory statements about Plaintiff Scarlett.

***The Procedural Requirements in Plaintiff's Employment Contract***

17. Plaintiff Scarlett's employment agreement (the Contract) with Defendant SLPS states it is effective from July 1, 2023 to June 30, 2026. See Exhibit 1 attached hereto.

18. The Contract promises Plaintiff Scarlett a salary of at least \$268,000 for each of the three years of the contract's duration.

19. Section 2(B) of the Contract requires Defendant SLPS's Board to communicate with Plaintiff Scarlett any material concerns, suggestions, and issues regarding district operation or her performance.

20. Section 2(B) of the Contract states:  
B. The BOE, shall provide the Superintendent with any material concerns, suggestions, and issues regarding the operation of the District or the Superintendent's performance for her study and review and appropriate action, if necessary.

21. Section 8(A) of the Contract contains requirements for terminating Plaintiff Scarlett's employment "for cause."

22. Section 8(A) of the Contract states:  
A. For Cause: Throughout this Contract, a simple majority of the BOE may vote to terminate the Superintendent for Cause. For purposes of this provision, "Cause" shall mean: (1) intentional and/or repeated refusal or failure to carry out the directions of the BOE; (2) fraudulent or intentionally misleading/ dishonest actions in her communications or dealings with the BOE; (3) conviction of a felony crime or any other crime involving an act of moral turpitude, fraud or misrepresentation, including larceny, embezzlement, conversion or any act of misappropriation of funds; (4) misconduct or any act of immorality which materially injures the reputation of the District or BOE; (5) intentional, flagrant, or repeated conduct which violates the written policies, rules or regulations of the BOE; or (6) conduct which violates the laws governing the public schools of the City of St. Louis.

23. Section 8(B) of the Contract provides the following right to a hearing for Plaintiff Scarlett if Defendant SLPS seeks to terminate her for cause.

24. Section 8(B) of the Contract states:

B. Right to Hearing: If the BOE decides to terminate the Superintendent For Cause, the Superintended [sic] may elect to contest her For Cause termination and request a hearing before the BOE. The Superintendent shall notify the BOE in writing not later than five (5) days from the date of receiving written notice of the BOE's proposed For Cause Termination of her desire to contest her termination. In such case, the Superintendent may be placed on an administrative leave pending the hearing described below. The Superintendent shall not suffer any loss of salary or benefits by reason of being placed on administrative leave pending her hearing. Upon receipt of timely written notification of the Superintendent's desire to contest her termination for cause, the BOE shall notify the Superintendent of the date and place of a hearing to be conducted as set forth below. The Superintendent shall, unless otherwise agreed to in writing by the parties, be entitled to have this hearing not less than ten (10) days and no more than thirty (30) days from the date of her request for such a hearing.

25. Section 8(C) of the Contract provides the following procedure and process for a hearing if Defendant SLPS seeks to terminate Plaintiff Scarlett for cause.

26. Section 8(C) of the Contract states:

C. Hearing Process: Unless otherwise agreed to in writing between the BOE and the Superintendent, the hearing shall be conducted as follows:

(1) Seven (7) days prior to the scheduled hearing, the parties shall exchange copies of the documents they intend to use at the hearing and a list of witnesses who the parties may call to testify at the hearing.

(2) The hearing will be held in closed session before at least a quorum of the BOE then serving and the Superintendent. The BOE and Superintendent shall be entitled to legal counsel and shall have the right to cross examine adverse witnesses and present witnesses and documentary evidence on their behalf.

(3) The BOE shall have the burden of proof, by submission of substantial and competent evidence, to establish cause for the proposed termination.

(4) The employment status of the Superintendent shall be determined by a simple majority of the members of the BOE then serving. If the BOE votes to terminate the employment of the Superintendent, the BOE shall provide her with a detailed written statement of the reasons for the termination. The Superintendent shall retain the right to appeal a decision to terminate her employment in accordance with state law. To the extent any portion of this Section is inconsistent with state law, state law shall prevail.

(5) In the event that the BOE discharges the Superintendent For Cause, all obligations of the BOE under this Contract shall cease as of the date of the termination; provided, however, that the BOE shall pay, if applicable, the terminal benefits set forth herein.

27. Section 8(D) of the Contract contains the process for terminating Plaintiff Scarlett's employment "without cause."

28. Section 8(D) of the Contract states:

D. Without Cause: Throughout this Contract, a simple majority of the BOE may vote to terminate the Superintendent Without Cause. In the event a majority of the BOE votes to terminate the Superintendent's employment Without Cause, the BOE

shall pay as severance the amount of twelve (12) months of the Superintendent's annual base salary and twelve (12) months of district provided healthcare benefits at the time of the vote to terminate the Superintendent Without Cause, from which standard withholdings and applicable deductions shall be made ("Severance"). The Severance shall be paid in twelve (12) monthly installments. In the event that the BOE discharges the Superintendent Without Cause, all obligations of the BOE under this Contract shall cease as of the date of the termination; provided, however, that the BOE shall pay, the above-referenced Severance.

***Plaintiff's Wrongful Administrative Leave and Termination***

29. On or about July 25, 2024, Defendant SLPS placed Plaintiff on administrative leave.

30. Section 8(B) of the Contract states, in part, "The Superintendent shall notify the BOE...of her desire to contest her termination. In such case, the Superintendent may be placed on an administrative leave pending the hearing described below."

31. The Contract makes no other provision allowing administrative leave of Plaintiff during her employment.

32. At the start of Plaintiff Scarlett's administrative leave, Defendant SLPS took possession of her district-issued computer and phone, instructed her "not to enter the SLPS campus or any of its buildings for any reason," and instructed her "not to communicate with any current or former SLPS employee, Board member, parent, or student for any reason."

33. Defendant SLPS's prohibitions on Plaintiff Scarlett's access to information and persons with knowledge prevented Plaintiff Scarlett from obtaining any documents or witnesses to defend herself against accusations.

34. After Defendant SLPS wrongfully placed her on administrative leave, Plaintiff Scarlett was kept in the dark for months while Defendant SLPS's Board built a case against her.

35. On or about July 29, 2024, Defendant SLPS's Board President Toni Cousins stated that there had been "concerns" that led to Plaintiff Scarlett's administrative leave.

36. Defendant SLPS's Board failed to notify Plaintiff Scarlett of any of its concerns before placing her on administrative leave.

37. Plaintiff Scarlett had no opportunity to study or review or take appropriate action regarding any of the Board's "concerns" before her administrative leave and termination proceedings.

38. On or about September 27, 2024, Plaintiff Scarlett requested records from Defendant SLPS.

39. Defendant SLPS refused to provide the records Plaintiff Scarlett requested.

40. Defendant SLPS's refusal to provide the records prevented Plaintiff Scarlett from presenting document evidence in her favor.

41. Defendant SLPS's refusal to provide the records prevented Plaintiff Scarlett from providing Defendant SLPS with documents she intended to present at least seven days before the termination hearing, as required in Section 8(C)(1) of the Contract.

42. During Plaintiff Scarlett's improper administrative leave, Defendant SLPS terminated seven senior members of the school district administration with no notice.

43. Defendant SLPS's action in terminating members of Plaintiff Scarlett's administration was intended to signal to potential witnesses that anyone supporting Plaintiff Scarlett could lose their job.

44. Section 8(A) of the Contract states, “The Superintendent shall not suffer any loss of salary or benefits by reason of being placed on administrative leave pending her hearing.”

45. Before September 19, 2024—almost a month before any hearing or termination—Defendant SLPS canceled Plaintiff Scarlett’s health insurance benefit.

46. Before September 19, 2024, Defendant SLPS removed all references to Plaintiff Scarlett as the Superintendent from the district’s website.

47. On or about September 24, 2024, Defendant SLPS informed Plaintiff Scarlett of its intent to terminate her employment “for cause” and of her right to a hearing to contest the decision.

48. On or about September 27, 2024, Plaintiff Scarlett notified Defendant SLPS of her intent to contest the termination.

49. Plaintiff Scarlett’s notice of her intent to contest the termination entitled her to a hearing with specific requirements and procedures outlined in Sections 8(B) and 8(C) of the Contract.

50. On or about October 4, 2024, Defendant SLPS notified Plaintiff Scarlett that the Board would conduct the hearing on October 14, 2024.

51. In the same communication, Defendant SLPS reiterated that Plaintiff Scarlett was prohibited from accessing Defendant SLPS’s electronic database, including e-mail or SIS.

52. Section 8(C)(2) of the Contract states, in part, that Plaintiff Scarlett “shall have the right to...present witnesses and documentary evidence on [her] behalf.”

53. Defendant SLPS’s prohibition against Plaintiff Scarlett accessing e-mail and SIS continued to prevent Plaintiff Scarlett from accessing documents necessary to defend herself against accusations at the hearing.

54. Defendant SLPS's October 4, 2024 communication stated, "Please note that your failure to appear at the hearing may be considered as an admission of the truth of the charges against you and the Board may rule accordingly."

55. The contract has no provision stating that a failure to appear at the hearing would be considered an admission of the truth of the charges against the Superintendent.

56. Section 8(C)(3) of the Contract states that at the hearing, the Board "shall have the burden of proof, by submission of substantial and competent evidence, to establish cause for the proposed termination."

57. Defendant SLPS's statement that Plaintiff Scarlett's absence "may be considered an admission of the truth of the charges" indicated an intent to breach the Contract.

58. Section 8(C)(1) of the Contract states, "Seven (7) days prior to the scheduled hearing, the parties shall exchange copies of the documents they intend to use at the hearing and a list of witnesses who the parties may call to testify at the hearing."

59. Defendant SLPS failed to provide Plaintiff Scarlett with a list of witnesses and copies of documents it intended to present in the hearing seven days before the hearing.

60. Defendant SLPS sent Plaintiff Scarlett some documents after business hours on Wednesday, October 9, 2024, only five days (two business days) before the hearing.

61. Defendant SLPS then produced additional documents after business hours on Friday, October 11, 2024, just three days (one business day) before the hearing.

62. Because of Defendant SLPS's failure to follow the procedures in the Contract, Plaintiff Scarlett was without sufficient time, resources, and explanation to properly prepare and defend herself at that hearing.

63. Defendant SLPS's Board held the hearing without Plaintiff Scarlett present.

64. Defendant SLPS was aware that Plaintiff Scarlett would not be present at the hearing, yet held the hearing anyway.

65. On or about October 14, 2024, Defendant SLPS notified Plaintiff Scarlett that her employment was terminated.

66. Defendant SLPS failed to properly terminate Plaintiff Scarlett under any clause of her contract.

***Defendant SLPS's Board's Unfair Treatment of Plaintiff Scarlett***

67. As part of its charges against her and alleged reasons for termination "for cause," Defendant SLPS accused Plaintiff Scarlett of entering into a contract with Impact Education Consultants (IEC) without Board approval.

68. Defendant SLPS had previously informed Plaintiff Scarlett that the contract with IEC would be approved as part of the consent agenda on November 14, 2023.

69. The IEC contract was properly submitted and publicly noticed as item 11-14-23-14 on the November 14, 2023 Board agenda.

70. Defendant SLPS never informed Plaintiff Scarlett that the contract had not been approved in the November 14, 2023 meeting.

71. On or about June 11, 2024, IEC presented directly to the full Board in open session on the progress of its work, including a slide presentation that the Board received and discussed.

72. Defendant SLPS also accused Dr. Scarlett of increasing the salaries of several individuals without board approval.

73. The hiring and salaries for Manal Al-Ansi, Fatimata Sow, Dr. Millicent Borishade, Dr. Lucretia Brown, Dr. Thierno Barro, Dr. Matthias Greywoode, Zithri Saleem, and Kelly Phoenix Jackson were included in the closed session HR Transaction Reports.

74. On or about August 1, 2023, Defendant SLPS approved the salaries of Dr. Borishade, attorney Manal Al-Ansi, and Fatima Sow.

75. During her employment, Plaintiff Scarlett maintained ongoing written communication with Board President Cousins and Board Vice President Davis regarding hiring and compensation decisions.

76. During her employment, Plaintiff Scarlett engaged in numerous, repeated communications and updates to Board members regarding the work she did for the Defendant SLPS.

77. On or about June 28, 2024, Plaintiff Scarlett communicated with Davis regarding a compensation study, expressing her intent to distribute materials to the full Board.

78. On or about July 23, 2024, Plaintiff Scarlett confirmed the approval status of Kelly Phoenix Jackson and/or other named hires with Cousins and Davis.

79. In response to Plaintiff Scarlett's July 23 communication, Board President Cousins wrote, "We are aware."

80. Until about September 2024, Defendant SLPS's Board did not inform Plaintiff Scarlett of any problems with the hirings, salaries, and other changes Plaintiff Scarlett made within the district.

***Plaintiff Scarlett Reported Illegal Actions***

81. When Plaintiff Scarlett became Superintendent, she uncovered long-standing failures that had gone unaddressed for years.

82. During her employment, Plaintiff Scarlett promoted reforms to bring accountability to procurement, finance, human resources, and legal oversight within Defendant SLPS.

83. During her employment, Plaintiff Scarlett corrected salary inequities the Board had acknowledged, began restructuring outdated processes, and drove operational cleanup within Defendant SLPS.

84. During her employment, Plaintiff Scarlett implemented new protocols for the Defendant SLPS to increase accountability and transparency for finances and spending in the district.

85. On or about July 8, 2024, Plaintiff Scarlett adopted a new P-card purchasing policy for Defendant SLPS to address longstanding control gaps.

86. Approximately fifteen months before Plaintiff Scarlett became Superintendent, Defendant SLPS's Internal Compliance Audit Report #2022-04, dated April 29, 2022, indicated that the district had nearly 2,000 unpaid invoices.

87. Internal Compliance Audit Report #2023-07, dated November 2, 2023, documented ongoing procurement dysfunction and issued formal process improvement recommendations.

88. In early 2024, an independent assessment by Wright Associates also identified 1,642 open purchase orders—the majority lacking a goods receipt and/or invoice—and a vendor payables backlog of \$4,803,859.88.

89. This data indicated that the procurement dysfunction from before Plaintiff Scarlett's employment was as yet unresolved, but was actively being remediated under Plaintiff Scarlett's direction.

90. In or about March 2024, the results of that internal audit showed approximately 2,000 unpaid invoices that showed Defendant SLPS owed millions of dollars to vendors.

91. The unpaid invoices indicated that Defendant SLPS had failed to pay invoices, in violation of its contracts with vendors.

92. The open purchase orders indicated that Defendant SLPS could have additional financial obligations of which it had not been aware, but the documentation for was unclear.

93. The vendor payables backlog indicated that Defendant SLPS owed almost \$5 million to vendors.

94. The unpaid invoices, open purchase orders, and vendor payables backlog together indicated that Defendant SLPS's budget did not accurately reflect its financial obligations, so the budget appeared healthier than it actually was.

95. As a result of Defendant SLPS's failure to pay vendor invoices, entry alarms and/or security monitoring systems at one or more schools in the district had lapsed.

96. On or about May 1, 2024, Plaintiff Scarlett reported to Board President Toni Cousins and Board Vice President Matt Davis that the April 2022 internal audit had documented nearly 2,000 unpaid invoices and that Wright Associates' assessment had further identified 1,642 open purchase orders and a vendor payables backlog of \$4,803,859.88.

97. In response to Plaintiff Scarlett's report, Cousins responded, "So basically you're saying we don't know how much money we have." Plaintiff Scarlett confirmed that it appeared to be the case.

98. After that discussion, Defendant Davis appeared agitated.

99. In subsequent communications on or about May 10, 2024, Plaintiff Scarlett reiterated these issues to Cousins and Davis.

100. Just a few months later, the Board wrongfully put Plaintiff Scarlett on administrative leave and proceeded to end her employment.

***Defendant Davis' Defamatory Statements about Plaintiff Scarlett***

101. During Plaintiff Scarlett's administrative leave, Defendant Matt Davis and other Board members made negative statements to the media about Plaintiff Scarlett.

102. One of the issues that Defendant SLPS alleged was that Plaintiff Scarlett set salaries for administration employees at higher rates than she should have.

103. Plaintiff Scarlett had numerous communications with the Board regarding salaries for the school administration during her employment and kept them informed of each action she took related to setting any salaries.

104. On one or more occasions, Defendant Matt Davis stated, "We were not consulted on the setting of their salaries, as far as I understand it," and, "I know that sounds ridiculous, but we were finding out stuff in the newspaper that we weren't aware of."

105. On one or more occasions, Defendant Matt Davis stated, "I don't want to think that we voted on something — which is unfortunately possible — that was included in a packet of other stuff and I don't know about it," and, "If that was the case, that was really dishonest because it was not our expectation of what should happen."

106. On one or more occasions, Defendant Matt Davis stated, "The school board didn't violate the policies, the superintendent did, and when we realized that that was happening, we took action."

107. Defendant Matt Davis made, disseminated, and published the statements to the general public and the media, including, but not limited to, STL Public Radio and "The 74" newsletter, which republished the statements to the public.

108. Defendant Davis' statements were false.
109. Plaintiff Scarlett notified Defendant Davis and other board members of hiring and compensation decisions through multiple channels, including closed-session HR Transaction Reports, closed-session evaluation meetings, weekly leadership meetings with the Board President and Vice President, hiring packets containing job descriptions and compensation details for each position, public board meetings, and direct written communications.
110. Defendant Davis' statements falsely portrayed Plaintiff Scarlett as acting dishonestly, circumventing board authority, and violating district policies.
111. Defendant Davis' statements accused Plaintiff Scarlett of operating without board knowledge.
112. In making, disseminating, and publishing the statement, Defendant Davis knew that the statements were false or, in the alternative, made the statements with reckless disregard for whether the statements were true or false when Davis had doubts as to their truthfulness.
113. Defendant Davis had actual knowledge of the communications Plaintiff Scarlett had with him and other Board members about the salaries of hires in the district.
114. Defendant Davis had actual knowledge that Scarlett had notified him and other board members of other actions she took during her employment as Superintendent.
115. Defendant Davis had actual knowledge that Scarlett had not violated policies related to salaries.
116. Davis had actual knowledge that Plaintiff Scarlett had not acted dishonestly and not violated the policies he publicly accused her of violating, from his participation in closed session meetings.

**VIOLATIONS OF LAW**

**COUNT I: BREACH OF CONTRACT  
(AGAINST ST. LOUIS PUBLIC SCHOOLS)**

117. Plaintiff incorporates by reference the allegations in the foregoing paragraphs as if fully set forth herein.

118. On or about July 25, 2024, Defendant SLPS placed Plaintiff on administrative leave.

119. The Contract did not permit any administrative leave, except for the time period between notification of an intent to terminate the Superintendent and the hearing for the termination of the Superintendent, under Section 8(B) of the Contract.

120. Defendant SLPS's Board failed to notify Plaintiff Scarlett of any of its concerns before placing her on administrative leave and proceeding with her termination, as was required under Section 2(B) of the Contract.

121. Defendant SLPS's Board did not give Plaintiff Scarlett any opportunity to correct any issues or alleviate concerns before placing her on administrative leave.

122. Because Defendant SLPS wrongfully placed her on administrative leave, Plaintiff Scarlett was kept in the dark with no resources to defend herself for months while Defendant SLPS's Board built a case against her.

123. At the start of Plaintiff Scarlett's administrative leave, Defendant SLPS took possession of her district-issued computer and phone, instructed her "not to enter the SLPS campus or any of its buildings for any reason," and instructed her "not to communicate with any current or former SLPS employee, Board member, parent, or student for any reason."

124. Defendant SLPS's prohibitions on Plaintiff Scarlett's access to information and persons with knowledge prevented Plaintiff Scarlett from obtaining any documents or witnesses to defend herself at the later termination hearing that took place on October 14, 2024.

125. Defendant SLPS's failure to provide the records Plaintiff Scarlett requested on September 27, 2024 prevented Plaintiff Scarlett from presenting document evidence in her favor at the hearing.

126. Defendant SLPS's failure to provide the requested documentation prevented Plaintiff Scarlett from providing Defendant SLPS with documents she intended to present at least seven days before the termination hearing, as required in Section 8(C)(1) of the Contract.

127. Defendant SLPS's action in terminating members of Plaintiff Scarlett's administration indicated to potential witnesses that anyone supporting Plaintiff Scarlett could cost them their job.

128. Before September 19, 2024—almost a month before any hearing or termination—Defendant SLPS cancelled Plaintiff Scarlett's health insurance benefit, in violation of Section 8(A) of the Contract.

129. Before September 19, 2024, Defendant SLPS removed all references to Plaintiff Scarlett as the Superintendent from the district website.

130. On or about September 24, 2024, Defendant SLPS informed Plaintiff Scarlett of its intent to terminate her employment "for cause" and of her right to a hearing to contest the decision.

131. On or about September 27, 2024, Plaintiff Scarlett notified Defendant SLPS of her intent to contest the termination, which entitled her to a hearing with specific procedures outlined in the Contract.

132. On or about October 4, 2024, Defendant SLPS notified Plaintiff Scarlett that the Board would conduct the hearing on October 14, 2024 and reiterated that Plaintiff Scarlett was prohibited from accessing Defendant SLPS's electronic database, including e-mail or SIS, which prevented Dr. Scarlett from accessing documents necessary to provide evidence to defend herself at the hearing, in violation of Section 8(C)(2) of the Contract.

133. The October 4, 2024 letter also stated, "Please note that your failure to appear at the hearing may be considered as an admission of the truth of the charges against you and the Board may rule accordingly," in violation of Section 8(C)(3) of the Contract.

134. Defendant SLPS failed to provide Plaintiff Scarlett with a list of witnesses and copies of documents it intended to present in the hearing seven days before the hearing, in violation of Section 8(C)(1) of the Contract.

135. Because of Defendant SLPS's failure to follow the procedures in the Contract, Plaintiff Scarlett was without sufficient time, resources, and explanation to properly prepare and defend herself at that hearing.

136. Defendant SLPS failed to properly terminate Plaintiff Scarlett under any clause of her contract.

137. Defendant SLPS's actions constitute a material breach of the Contract.

138. As a result of Defendant SLPS's conduct, Plaintiff suffered lost wages and benefits of employment she was owed under the Contract.

WHEREFORE, Plaintiff Scarlett respectfully requests that this Court enter judgment in her favor and against Defendant SLPS in her claim for breach of contract, and that the Court award Plaintiff Scarlett an amount in excess of \$25,000 for lost wages and benefits of employment,

compensatory damages, pre- and post-judgment interest, and any such other relief this Court deems may be just and proper.

**COUNT II: BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING  
(AGAINST ST. LOUIS PUBLIC SCHOOLS)**

139. Plaintiff incorporates by reference the allegations in the foregoing paragraphs as if fully set forth herein.

140. Defendant SLPS delayed notification to Plaintiff Scarlett of the charges against her.

141. Defendant SLPS failed to provide specific allegations in the charges against Plaintiff Scarlett.

142. Defendant prevented Plaintiff from obtaining documents or witnesses she could and would have presented at the October 14, 2024 hearing.

143. As part of its charges against her and alleged reasons for termination “for cause,” Defendant SLPS connivingly accused Plaintiff Scarlett of entering into a contract with Impact Education Consultants (IEC) without Board approval.

144. Defendant SLPS had previously informed Plaintiff Scarlett the contract would be approved as part of the consent agenda on November 14, 2023.

145. The IEC contract was properly submitted and publicly noticed as item 11-14-23-14 on the November 14, 2023 Board agenda.

146. Defendant SLPS never informed Plaintiff Scarlett that the contract had not been approved in that meeting.

147. On or about June 11, 2024, IEC presented directly to the full Board in an open session on the progress of its work, including a slide presentation that the Board received and discussed.

148. Defendant SLPS also accused Dr. Scarlett of increasing the salaries of several individuals without board approval.

149. The hiring and salaries for Manal Al-Ansi, Fatimata Sow, Dr. Millicent Borishade, Dr. Lucretia Brown, Dr. Thierno Barro, Dr. Matthias Greywoode, Zithri Saleem, and Kelly Phoenix Jackson were included in the closed session HR Transaction Reports.

150. On or about August 1, 2023, Defendant SLPS approved the salaries of Dr. Borishade, attorney Manal Al-Ansi, and Fatima Sow.

151. During her employment, Plaintiff Scarlett maintained ongoing written communication with Board President Cousins and Board Vice President Davis regarding hiring and compensation decisions.

152. During her employment, Plaintiff Scarlett engaged in numerous, repeated communications and updates to Board members regarding the work she did for the Defendant SLPS.

153. On or about June 28, 2024, Plaintiff Scarlett communicated with Davis regarding a compensation study, expressing her intent to distribute materials to the full Board.

154. On or about July 23, 2024, Plaintiff Scarlett confirmed the approval status of Kelly Phoenix Jackson with Cousins and Davis.

155. Before placing Plaintiff Scarlett on administrative leave on July 25, 2024, Defendant School District never informed Plaintiff Scarlett of any potential issues with these salaries or board approvals.

156. Plaintiff Scarlett’s notified the Board of the changes she implemented during her employment.

157. Until about September 2024, Defendant SLPS’s Board did not inform Plaintiff Scarlett of any problems with the hirings, salaries, and other changes Plaintiff Scarlett made within the district.

158. Defendant SLPS failed to provide Plaintiff Scarlett with necessary information in a timely manner before her termination hearing on October 14, 2024.

159. Defendant SLPS’s actions violated the duty of good faith and fair dealing that is implied in Plaintiff Scarlett’s Contract.

160. Defendant SLPS’s actions constitute a material breach of the Contract.

WHEREFORE, Plaintiff Scarlett respectfully requests that this Court enter judgment in her favor and against Defendant SLPS in her claim for breach of the duty of good faith and fair dealing, and that the Court award Plaintiff Scarlett an amount in excess of \$25,000 for lost wages and benefits of employment, compensatory damages, pre- and post-judgment interest, and any such other relief this Court deems may be just and proper.

**COUNT III: WRONGFUL DISCHARGE IN VIOLATION OF THE MISSOURI**

**WHISTLEBLOWER’S PROTECTION ACT**

**(AGAINST ST. LOUIS PUBLIC SCHOOLS)**

161. Plaintiff incorporates by reference the allegations in the foregoing paragraphs as if fully set forth herein.

162. Defendant SLPS is an “Employer” as defined in § 285.575.2(2) R.S.Mo.

163. On or about May 1, 2024, Plaintiff Scarlett reported to Board President Toni Cousins and Board Vice President Matt Davis that the April 2022 internal audit had documented

nearly 2,000 unpaid invoices and that Wright Associates' assessment had further identified 1,642 open purchase orders and a vendor payables backlog of \$4,803,859.88.

164. In response to Plaintiff Scarlett's report, Cousins responded, "So basically you're saying we don't know how much money we have." Plaintiff Scarlett confirmed that it appeared to be the case.

165. After that discussion, Defendant Davis appeared agitated.

166. Defendant SLPS's Board President and Board Vice President constituted "Proper authorities" as defined in § 285.575.2(3) R.S.Mo.

167. Plaintiff's report constituted a report of an unlawful act and/or serious misconduct that violates a clear mandate of public policy.

168. After Plaintiff Scarlett's report, Defendant SLPS took steps to end Plaintiff Scarlett's employment.

169. On or about October 14, 2024, Defendant SLPS discharged Plaintiff Scarlett's employment.

WHEREFORE, Plaintiff Scarlett respectfully requests that this Court enter judgment in her favor and against Defendant SLPS in her claim for violation of the Whistleblowers Protection Act, § 285.575 R.S.Mo., and that the Court award Plaintiff Scarlett an amount in excess of \$25,000 for lost wages and benefits, liquidated damages, pre- and post-judgment interest, attorneys' fees and costs, and any such other relief this Court deems may be just and proper.

**COUNT IV – DEFAMATION**

**(AGAINST MATT DAVIS)**

170. Plaintiff incorporates by reference the allegations in the foregoing paragraphs as if fully set forth herein.

171. During Plaintiff's administrative leave, speaking of the salaries of administrative employees on one or more occasions, Defendant Matt Davis stated, "We were not consulted on the setting of their salaries, as far as I understand it," and, "I know that sounds ridiculous, but we were finding out stuff in the newspaper that we weren't aware of."

172. On one or more occasions, Defendant Matt Davis stated, "I don't want to think that we voted on something — which is unfortunately possible — that was included in a packet of other stuff and I don't know about it," and, "If that was the case, that was really dishonest because it was not our expectation of what should happen."

173. On one or more occasions, Defendant Matt Davis stated, "The school board didn't violate the policies, the superintendent did, and when we realized that that was happening, we took action."

174. Defendant Matt Davis made, disseminated, and published the statements to the general public and the media, including, but not limited to, STL Public Radio and "The 74" newsletter, which republished the statements to the public.

175. Defendant Davis' statements were false.

176. Plaintiff Scarlett notified Defendant Davis and other board members of hiring and compensation decisions through multiple channels, including closed-session HR Transaction Reports, closed-session evaluation meetings, weekly leadership meetings with the Board President and Vice President, hiring packets containing job descriptions and compensation details for each position, public board meetings, and direct written communications.

177. Plaintiff's written communications with Defendant Davis and other board members included a June 28, 2024 written communication to Defendant Davis regarding the

compensation study, and a July 23, 2024 written notification to Defendant Davis and Board President Cousins confirming the approval status of named hires.

178. In response to Plaintiff Scarlett's July 23 communication, Board President Cousins wrote, "We are aware."

179. Defendant Davis' statements falsely portrayed Plaintiff Scarlett as acting dishonestly, circumventing board authority, and violating district policies.

180. Defendant Davis' statements accused Plaintiff Scarlett of operating without board knowledge.

181. In making, disseminating, and publishing the statement, Defendant Davis knew that the statements were false or, in the alternative, made the statements with reckless disregard for whether the statements were true or false when Davis had doubts as to their truthfulness.

182. Davis had actual knowledge of the communications Plaintiff Scarlett had with him and other Board members about the salaries of hires in the District.

183. Defendant Davis had actual knowledge that Scarlett had notified him and other board members of other actions she took during her employment as Superintendent.

184. Defendant Davis had actual knowledge that Scarlett had not violated policies related to salaries.

185. Davis had actual knowledge that Plaintiff Scarlett had not acted dishonestly and not violated the policies he publicly accused her of violating, from his participation in closed session meetings.

186. The statements made, disseminated, and published by Defendant Davis were heard, read, and viewed by the media and the public.

187. The statements made, disseminated, and published by Defendant Davis tended to expose Plaintiff Scarlett to hatred, contempt, and ridicule and deprived Plaintiff Scarlett of the benefits of public confidence and social associations.

188. As a result of the dissemination and publication of the statements by Defendant Davis, Plaintiff Scarlett has suffered lost wages and benefits and future employment prospects.

189. As a result of the dissemination and publication of the statements by Defendant Davis, Plaintiff Scarlett has damage to her reputation and creditworthiness.

190. As a result of the dissemination and publication of the statements by Defendant Davis, Plaintiff Scarlett has suffered emotional distress and mental anguish.

191. At the time these actions were taken, Defendant Davis' actions were outrageous, unlawful and were undertaken maliciously and/or in reckless disregard for Plaintiff's right. Plaintiff will seek leave of Court to file a claim for punitive damages at the appropriate time as outlined by § 510.261 R.S.Mo.

WHEREFORE, Plaintiff Scarlett respectfully requests that this Court enter judgment in her favor and against Defendant Matt Davis in her claim for defamation, and that the Court award Plaintiff Scarlett an amount in excess of \$25,000 for lost wages and benefits, diminished current and future earning capacity, reputational damage, emotional distress, pre- and post-judgment interest, attorneys fees and costs, and any such other relief this Court deems may be just and proper.

**DEMAND FOR JURY TRIAL**

192. Plaintiff demands a trial by jury on all issues triable by a jury in the Petition.

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Respectfully submitted,

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**KENNEDY HUNT LAW, P.C.**

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By: /s/ Nicole Matlock

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**ATTORNEYS FOR PLAINTIFF**

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