



Date: April 6, 2020
To: Bill Walker, Interim Metropolitan Auditor
From: Laura Henry, Investigator
Subject: Dr. Tony Majors Conflict of Interest Investigation

Source of Allegation

A series of News Channel 5 stories were released relating to Metropolitan Nashville Public Schools administrator Dr. Tony Majors. Specifically, media reports asserted that a conflict of interest existed involving Dr. Majors's role as director of the Nashville RBI program and his position with the Metropolitan Nashville Public Schools. Director of Schools, Dr. Adrienne Battle, sent a formal letter to the Office of Internal Audit requesting an investigation into the potential conflict of interest and any related violations of laws, policies, and procedures.

Investigators Assigned

Laura Henry, CFE
Bill Walker, CPA, CIA, CFE (Principal Auditor)

Purpose of Investigation

The Metropolitan Nashville Office of Internal Audit conducts internal investigations of potential violations of governance policies established for the Metropolitan Nashville Government or investigations of potential fraud, waste, and abuse. Investigation requests are received from the management of the Metropolitan Nashville Government or from tips received from the Metropolitan Nashville Government fraud, waste, and abuse hotline.

Any findings or observations of potential fraud and other criminal acts would be referred to the 20th Judicial District Attorney Office, Metropolitan Nashville Police Department, or other appropriate agency. Any findings related to employee misconduct, waste, abuse, as well as process inefficiencies and deficient internal controls, would be forwarded to the management of the Metropolitan Nashville Government for corrective action.

We conduct investigations and create reports using the Standards of the Association of Certified Fraud Examiners as a guide. The standard of "preponderance of the evidence" is used as a basis for substantiating or not substantiating an allegation. Key definitions used during investigations include:

- Preponderance of Evidence – A certain set of facts "more likely than not" occurred.
- Substantiated – The preponderance of the evidence collected during the investigation indicates that the incident occurred.

- Unsubstantiated - The evidence collected during the investigation indicates there was not a preponderance of the evidence to support the allegation or that the evidence collected during the investigation was conflicting or inconclusive.

The Metropolitan Nashville Office of Internal Audit discovery of evidence is primarily from Metropolitan Nashville Government's personnel testimonial statements, financial and operations records, and information assets (computers, email, mobile phone, and so forth). Personal private information assets and financial and operations records will be reviewed when voluntarily provided by parties involved in an investigation or contractual audit clauses facilitate such reviews.

Background

Media reports released in January 2020 raised concerns about a conflict of interest involving Dr. Tony Majors with the Metropolitan Nashville Public Schools and his relationship with a local nonprofit group, Nashville RBI. Dr. Majors served as a high ranking administrator for the Metropolitan Nashville Public Schools while also serving as the Director of the Nashville RBI program. Specifically, the media reported that Nashville RBI received unfair benefit as a result of its relationship with Dr. Majors.

Nashville RBI is a program of the Boys & Girls Clubs of Middle Tennessee that helps disadvantaged youth become involved in baseball and softball. Nashville RBI has its own operational management and Advisory Board, but the program is owned and the finances are managed by the Boys & Girls Clubs of Middle Tennessee.

Dr. Majors has served Metropolitan Nashville Public Schools for 27 years. Dr. Majors began his career as a teacher. Dr. Majors was promoted to administrative roles serving as an Assistant Principal and then as a Principal. Dr. Majors eventually transitioned into the Central Office as the Assistant Superintendent of Student Services. In 2019, he became the Interim Chief Human Resources Officer, with the intention of going back to Student Services when a permanent Chief Human Resources Officer was named.

In his role in Student Services, Dr. Majors was responsible for program development and finding extracurricular and out-of-school programs for students. Dr. Majors worked by creating partnerships with various nonprofits to assist Metropolitan Nashville Public Schools students. Nashville RBI was such a partnership. Dr. Majors became the director of the Nashville RBI program in 2017.

Dr. Adrienne Battle, Director of Metropolitan Nashville Public Schools, formally requested the Metropolitan Nashville Office of Internal Audit's assistance in reviewing Dr. Majors's relationship with Nashville RBI. Specifically, to ascertain if a conflict of interest existed, if Nashville RBI received inappropriate benefit if a conflict existed, and if there were any related violations of policies, procedures, or laws as a result.

Allegations

The general theme of allegations is that a conflict of interest existed between Dr. Tony Majors and the Nashville RBI program. Nashville RBI received unfair and inappropriate benefit as a result of this conflict. Specific allegations include:

- A. Dr. Majors used his influence to procure a contract with the Boys & Girls Clubs of Middle Tennessee to operate Nashville RBI summer camps. The Metropolitan Nashville Public Schools paid a total of \$30,000 on these contracts, but the summer camps never took place.
- B. Dr. Majors used his influence to attempt to secure an agreement between the Metropolitan Nashville Public Schools and Belmont University that would benefit Nashville RBI. The

agreement called for Belmont University to build batting cages on Metropolitan Nashville Public Schools' property. Belmont University, Metropolitan Nashville Public Schools, and Nashville RBI would be the only entities allowed to use the facility.

- C. Dr. Majors used his influence to repair and maintain specific Metropolitan Nashville Public Schools baseball fields for use by the Nashville RBI program.
- D. Dr. Majors used his influence and Metropolitan Nashville Public Schools funds to secure a scholarship for his son through the Nashville RBI program.

Summary and Outcome of Investigation

The general allegation that a conflict of interest existed between Dr. Tony Majors and the Nashville RBI program is **substantiated**.

- A. The allegation that Dr. Majors used his influence to assist in procuring a contract with the Boys & Girls Clubs of Middle Tennessee to operate summer camps that never occurred is **substantiated**. The amount paid did support the Nashville RBI program, but the intended camps did not occur nor was this disclosed to the Metropolitan Nashville Public Schools.
- B. The allegation that Dr. Majors used his influence to attempt to secure an agreement between the Metropolitan Nashville Public Schools and Belmont University that would benefit Nashville RBI is **substantiated**.
- C. The allegation that Dr. Majors used his influence to repair and maintain specific Metropolitan Nashville Public Schools baseball fields for use by the Nashville RBI program is **unsubstantiated**.
- D. The allegation that Dr. Majors used his influence and Metropolitan Nashville Public Schools funds to secure a scholarship for his son through the Nashville RBI program is **unsubstantiated**.

Work Performed

Applicable Policies and Procedures

- 1) **Metropolitan Nashville Public Schools Board of Education Policy 5.601 Conflict of Interest Policy** states:
"Employees of the board will not engage in, or have financial interest in, any activity that raises a reasonable question of conflict of interest with their duties and responsibilities as members of the school staff. Employees will not engage in any type of work where the source of information concerning a customer, client, or employer originates from information obtained through the school system."
- 2) **Metropolitan Nashville Public Schools Standard Operating Procedures 5.1219.1p Technology Acceptable Use Agreement 3.h.4** states:
"using the network for financial or commercial gain, advertising, or political lobbying," is considered unacceptable use.
- 3) **Metropolitan Nashville Public Schools Board of Education Policy 2.809 Vendor Relations Policy** states:

"No person officially connected with or employed by the school system will be an agent for or have any financial compensation or reward of any kind from any vendor for the sale of supplies, materials, equipment, or service to the school system."

4) **Metropolitan Nashville Public Schools Board of Education Policy 3.206 Community Use of School Facilities** states:

"Student clubs and activities, parent-teacher associations, and other organizations affiliated with the school shall be permitted use of school facilities without charge."

5) **Metropolitan Nashville Public Schools Board of Education Policy 5.602 Staff Time Schedules** states:

"The workday for full-time licensed and professional staff will be a minimum of seven hours and thirty minutes and will continue until professional responsibilities to the student and the school are completed"; and "Absence without prior approval, chronic absences, habitual tardiness or abuses of designated working hours are all considered neglect of duty."

6) **Metropolitan Nashville Public Schools Board of Education Policy 2.808 Purchase Orders and Contracts** states:

"Employees shall exercise reasonable precaution against conflicts of interest."

7) **Metropolitan Nashville Public Schools Standard Operating Procedure 5.611.1p Ethics** states:

"MNPS employees must avoid any action, whether or not specifically prohibited, which might result in or create the appearance of (1) Using their position in MNPS for private gain; (2) Providing preferential treatment to any person or business entity; (3) Discriminating against any person or business entity; (4) Demonstrating a lack of sobriety or placement into a compromising or unseemly situation; (5) Losing the ability to make independent and impartial decisions; (6) Making any decision that does not follow approved guidelines and that is not in the best interest of MNPS; (7) Having an adverse effect on the confidence of the public in the integrity of MNPS; and/or; (8) Reducing the operational efficiencies or economies of MNPS."

8) **Metropolitan Nashville Public Schools Board of Education Policy 5.611 Ethics** states:

"An effective educational program requires the services of men and women of integrity, high ideals and human understanding. To maintain and promote these essentials, all employees are expected to maintain high standards in their school relationships."

Allegation A

Dr. Majors used his influence to procure a contract with the Boys & Girls Clubs of Middle Tennessee to operate Nashville RBI summer camps. The Metropolitan Nashville Public Schools paid \$30,000 on these contracts but the camps never took place.

Facts

1. Dr. Majors’s responsibilities at Metropolitan Nashville Public Schools included facilitating partnerships between various nonprofit groups and Metropolitan Nashville Public Schools. Nashville RBI is one such partnership.
2. Metropolitan Nashville Public Schools entered into contracts 2-262235-09 and 2-262235-10 with the Boys & Girls Clubs of Middle Tennessee on July 19, 2018, and July 24, 2019, respectively.
3. Contracts 2-262235-09 and 2-262235-10 were approved by the Chair of the Board of Education, the Director of Procurement for Metropolitan Nashville Public Schools, the Metropolitan Director of Finance, and Dr. Majors who represented the Student Services Department.
4. The contracts explicitly stated that Metropolitan Nashville Public Schools would pay Boys & Girls Clubs of Middle Tennessee up to \$15,000 each year to operate a Nashville RBI summer camp.
5. Metropolitan Nashville Public Schools paid the full amount of \$15,000 to Boys & Girls Clubs of Middle Tennessee on each contract in 2018 and 2019, for a total of \$30,000.

Exhibit A – Payments Made to Boys & Girls Clubs for Nashville RBI by Fiscal Year

Contract	Supplier Name	Payment Date	Payment Amount
2-262235-09	BOYS & GIRLS CLUBS OF MIDDLE TN	9/27/2018	\$15,000.00
2-262235-10	BOYS & GIRLS CLUBS OF MIDDLE TN	8/28/2019	\$15,000.00
	TOTAL		\$30,000.00

Source: Metropolitan Nashville R12 system

6. Dr. Majors served as the Assistant Superintendent of Student Services with Metropolitan Nashville Public Schools at the time of the contract in 2018. Dr. Majors served as the Interim Chief Human Resources Officer role at the time of the contract in 2019.
7. The contracts stated that the summer programs were to take place in July of 2018 and 2019. A review of Nashville RBI schedules for 2019 revealed that seasons were complete by the first week of July. Only the All-Star teams, which were scheduled to play in a tournament in Atlanta at the end of July, were still playing on the dates of the contract. These teams included only 15 Nashville RBI players per team.
8. Contracts 2-262235-09 and 2-262235-10 with the Boys & Girls Clubs of Middle Tennessee specified the three Metropolitan Nashville parks that were to be utilized for the summer camps. These parks were Madison, Seven Oaks, and Looby. The contracts also specified the date ranges the camps were to occur (see below). Metropolitan Nashville Parks & Recreation Department confirmed that the specific parks listed were not scheduled to be utilized by Nashville RBI during the date ranges on the contracts.
 - a. In 2018, the contract specified that summer camps were to occur July 5, 2018 - July 20, 2018. There was only one record of Nashville RBI using the Madison field on July 5, July

- 7, and July 11 of 2018. There was no record of the other two parks being used during these dates
- b. In 2019, the contract specified that summer camps were to occur July 8, 2019 - July 29, 2019. There was no record of the three parks being used during this time.
9. Dr. Majors stated that about 80 percent of the participants in the Nashville RBI program are Metropolitan Nashville Public Schools students. These funds from Metropolitan Nashville Public Schools were going to the program as a whole, and not only to 250 Metropolitan Nashville Public Schools students, as stated in the contracts.
 10. Dan Jernigan, former President and CEO of Boys & Girls Clubs of Middle Tennessee, stated publicly in a NewsChannel 5 interview released on January 29, 2020, that the summer camps did not happen.
 11. The Office of Internal Audit reviewed hundreds of emails for evidence the summer camps took place. No such evidence was found.
 12. The Office of Internal Audit made inquiries to Metropolitan Nashville Public Schools employees as well as the Boys & Girls Clubs of Middle Tennessee requesting supporting documentation that the summer camps took place. Supporting documentation was not provided.
 13. Dr. Majors advised the language on the contracts was misinterpreted. Dr. Majors stated that *“the program was the camp,”* and the, *“\$30,000 was to support the operations of the Nashville RBI,”* program which is always underfunded. The contract amounts were not intended to exclusively conduct summer camps.
 14. Dr. Majors made a request to be compensated by the Boys & Girls Clubs of Middle Tennessee. Dr. Majors’s requested compensation was for the work he was doing for Nashville RBI. Boys & Girls Clubs of Middle Tennessee paid Dr. Majors \$5,000 on June 6, 2019. This request and payment were made one month before the contract for \$15,000 was finalized for contract 2-262235-10.

In the request made to Boys & Girls Clubs of Middle Tennessee, Dr. Majors specifically referenced that he expected a payment of \$15,000 from Metropolitan Nashville Public Schools to cover part of the program’s deficit. Dr. Majors’s discussion with Boys & Girls Clubs regarding how much Dr. Majors would be compensated revealed the specific amount compensated would depend on Nashville RBI’s end of year financial condition. Dr. Majors returned the \$5,000 compensation back to the Boys & Girls Clubs of Middle Tennessee on January 24, 2020.

Discussion and Analysis

Dr. Majors’s responsibilities at Metropolitan Nashville Public Schools involved facilitating partnerships with various nonprofit groups that would be beneficial to students. Nashville RBI is such a nonprofit group. Dr. Majors had the ability to influence which nonprofit groups received funding in his role at Metropolitan Nashville Public Schools. Contracts 2-262235-09 and 2-262235-10 specifically state that amounts paid by the Metropolitan Nashville Public Schools were to be used for a summer camp program in 2018 and 2019, respectively. Specific dates and places where the camps were to occur were

also detailed in the contracts. The contracts were properly reviewed and approved by various parties within the Metropolitan Nashville Public Schools system.

Dr. Majors advised the language on the contracts was never intended to be specifically for summer camps but to support the overall operations of the Nashville RBI Program. Dr. Majors stated “the program was the camp.” The specific language of the contracts stated the funds were to be utilized for summer camps. It can only be assumed that the intent of the contracts is specified in the explicit wording contained in the respective contracts. It is also to be assumed that the Metropolitan Nashville Public Schools staff who reviewed and approved these contracts did so with the understanding that the money was to be used for a specific purpose, operating summer camps. Based on an extensive review of emails, interviews with applicable parties, and a review of available supporting documentation, this specific purpose was not met.

The investigation did not reveal anything to suggest that the amounts paid to the Boys & Girls Clubs of Middle Tennessee, with the exception of the \$5,000 payment to Dr. Majors, went to anything other than supporting the Nashville RBI program.

Conclusion

The specific allegation that Dr. Majors used his influence to assist in procuring a contract with the Boys & Girls Clubs of Middle Tennessee to operate summer camps that never occurred is **substantiated**. The amount paid did support the Nashville RBI program, but the intended camps did not occur nor was this disclosed to the Metropolitan Nashville Public Schools.

Allegation B

Dr. Majors used his influence to secure an agreement between the Metropolitan Nashville Public Schools and Belmont University which would benefit Nashville RBI.

Facts

1. Metropolitan Nashville Public Schools entered into a Memorandum of Understanding with Belmont University in December 2018. The Memorandum of Understanding was approved by the Metropolitan Nashville Board of Education Chair, the Director of Facilities Maintenance and Construction at Metropolitan Nashville Public Schools, and the Chief Operating Officer of Metropolitan Nashville Public Schools.
2. Dr. Majors, in his role as Assistant Superintendent of Student Services, was involved in discussions related to this Memorandum of Understanding.
3. Simply stated, the Memorandum of Understanding called for Belmont University to build a batting cage facility on Metropolitan Nashville Public Schools’ property at Rose Park Middle School. Once completed, the only parties who would be able to utilize the facility would be Belmont University, Metropolitan Nashville Public Schools, and Nashville RBI.
4. Dr. Majors’s responsibilities at Metropolitan Nashville Public Schools included facilitating partnerships between various nonprofit groups and Metropolitan Nashville Public Schools. Nashville RBI is one such partnership.

5. The Memorandum of Understanding named Nashville RBI the sole recipient of \$20,000 to be paid by Belmont University annually, if the Metropolitan Nashville Public Schools' budget for Extended Learning was increased.
6. Nashville RBI was experiencing a financial deficit based on a review of emails and testimonial evidence.
7. Dr. Majors stated the specific language including Nashville RBI in the Memorandum of Understanding was an error and should not have been included.
8. Jason Rogers, an official at Belmont University, stated the university believed Nashville RBI was the primary Extended Learning program and never intended to pay Nashville RBI directly. Belmont University's intention was to pay Metropolitan Nashville Public Schools directly.
9. The Memorandum of Understanding is in the process of being revised by Belmont University to remove Nashville RBI, per a request by Dr. Majors on December 11, 2019. The facility has not been built as of the date of this report.

Discussion and Analysis

Dr. Majors, as an administrator with Metropolitan Nashville Public Schools, was involved in the discussions related to this Memorandum of Understanding. Dr. Majors also served as the Director of Nashville RBI. Nashville RBI would receive benefit from this agreement by use of the facilities and a potential annual payment of up to \$20,000.

Dr. Majors stated that including Nashville RBI in the Memorandum of Understanding was an error. Dr. Majors provided the Office of Internal Audit with an email sent on December 11, 2019, requesting Belmont University remove this statement from the Memorandum of Understanding. Inquiries were made to Belmont University officials. These officials advised that having this specific language in the agreement was more of a misunderstanding than an error. Belmont officials advised they never intended to send money to anyone other than Metropolitan Nashville Public Schools. From Belmont University's perspective, how the funds were dispersed amongst programs was up to the Metropolitan Nashville Public Schools Extended Learning Program.

The construction on the batting facility began in 2019 but was stopped for discussion by Metropolitan Council due to concerns from the Edgehill neighborhood. The project is currently on hold, and the Memorandum of Understanding is being redrafted not to include Nashville RBI. Though the contract is being revised, Dr. Majors failed to avoid a conflict of interest by being involved in the contract discussions and claiming to represent Metropolitan Nashville Public Schools while obtaining contractual benefits for his Nashville RBI program at the same time.

The impact of the potential annual payment of \$20,000 to Nashville RBI cannot be determined. The facility was never built. Budgeting for the Extended Learning Program was never finalized. It is impossible to know if Nashville RBI would have received \$20,000. However, the Memorandum of Understanding explicitly called for a payment to be made to Nashville RBI provided certain criteria was met.

Conclusion

The specific allegation that Dr. Majors used his influence to attempt to secure an agreement between the Metropolitan Nashville Public Schools and Belmont University that would benefit Nashville RBI is **substantiated**.

Allegation C

Dr. Majors used his influence to repair and maintain specific Metropolitan Nashville Public Schools baseball fields for use by the Nashville RBI program.

Facts

1. Dr. Majors sent email requests to the maintenance department at Metropolitan Nashville Public Schools for minor maintenance needs at Cane Ridge, Hillsboro, Hillwood, and Stratford High Schools.
2. Requests for these field improvements originally came from Metropolitan Nashville Public Schools baseball coaches, who also serve as coaches on Nashville RBI teams. Dr. Majors appropriately brought these requests to the attention of the Metropolitan Nashville Public Schools maintenance team.
3. The maintenance team treated these requests as they would any other requests. It is not uncommon to receive requests by email or phone call, but when work is set to be done, a work order is put in the maintenance system.

Discussion and Analysis

Dr. Majors requested work to be done on Metropolitan Nashville Public Schools High School baseball fields, specifically Cane Ridge, Hillwood, Hillsboro, and Stratford High Schools at the request of baseball coaches at the schools. The work requested and completed was minor, general maintenance that not only provided a benefit to Nashville RBI, but also provided a benefit to Metropolitan Nashville Public Schools baseball teams. There was no evidence through email review, interviews, or review of applicable supporting documentation that would suggest that work was completed solely to benefit Nashville RBI.

Conclusion

The specific allegation that Dr. Majors used his influence to repair and maintain specific Metropolitan Nashville Public Schools baseball fields for use by the Nashville RBI program is **unsubstantiated**.

Allegation D

Dr. Majors used his influence and Metropolitan Nashville Public Schools funds to secure a scholarship for his son through the Nashville RBI program.

Facts

1. Dr. Majors's son received a \$3,000 college scholarship on September 19, 2018, from Nashville RBI.

2. In June of 2018, an estate gift of \$26,066.51 was left to Nashville RBI by the Butch McCord Family for college scholarships to Nashville RBI players.
3. Only two Nashville RBI players qualified for three scholarship opportunities in 2018. Both players were therefore awarded a scholarship.
4. The donation was strictly reserved for the Butch McCord scholarships, and scholarships were not paid out with Nashville RBI operational funds.

Discussion and Analysis

In June of 2018, Nashville RBI received an estate gift in the amount of \$26,066.51. This estate gift was to be used for scholarships to Nashville residents for college. The scholarship received in 2018 by Dr. Majors's son was paid directly from this restricted scholarship fund and did not come out of the Nashville RBI operational funds. Only two members of Nashville RBI qualified for the scholarship in 2018, one of which was Dr. Majors's son. Any payments made to Nashville RBI from Metropolitan Nashville Public Schools were not a factor in this scholarship award.

Conclusion

The specific allegation that Dr. Majors used his influence and Metropolitan Nashville Public School funds to secure a scholarship for his son through the Nashville RBI program is **unsubstantiated**.

Overall Conclusions

Dr. Majors has served the Metropolitan Nashville Public Schools for over 27 years. Interviews with various Metropolitan Nashville Public Schools officials indicated that Dr. Majors is a highly respected public servant. Dr. Majors's role involved leveraging local nonprofit groups and forming partnerships that would benefit Metropolitan Nashville Public Schools students. With the exception of the \$5,000 payment, the benefit Nashville RBI received appears to have benefited youth in the Middle Tennessee area.

The Office of Internal Audit had limited access to records from the Boys & Girls Clubs of Middle Tennessee. The Office of Internal Audit's understanding of the amounts paid to Dr. Majors and the overall financial condition of Nashville RBI was discovered through an extensive review of emails and testimonial evidence.

Based on the work presented above, the allegation that a conflict of interest existed is **substantiated**. Dr. Majors serving as an administrator for the Metropolitan Nashville Public Schools while concurrently being the Director of the Nashville RBI program inherently gives the **appearance** of a conflict of interest. In the context of a conflict of interest existing **in substance**, Dr. Majors's position within Metropolitan Nashville Public Schools gave him the ability to influence how public resources were to be allocated. Dr. Majors used his influence to attempt to direct public resources to Nashville RBI.

Nashville RBI obtained two separate contracts totaling \$30,000. Nashville RBI was also explicitly named to potentially obtain additional funding with the agreement from Belmont University. Other Metropolitan Nashville Public Schools officials were involved in approving these contracts. However, to avoid a conflict of interest, Dr. Majors should have recused himself of any involvement in these agreements.

Dr. Majors benefited from this conflict of interest by obtaining a payment of \$5,000 from the Boys & Girls Clubs of Middle Tennessee. Moreover, Dr. Majors benefited as the Director of Nashville RBI by being able to obtain additional funding from the Metropolitan Nashville Public Schools for a program facing a financial deficit.

Recommendation

The Metropolitan Office of Internal Audit recommends that management of Metropolitan Nashville Public Schools reiterate the Metropolitan Nashville Public Schools policies related to conflicts of interest to applicable school administrators and staff to help ensure that established policies and procedures related to inappropriate relationships are identified and avoided.