



Superintendent, Plaintiff's career and livelihood were merely collateral damage in a sham "reorganization" of the school district, designed to accomplish her true goal of removing the current Chief of Specialized Learning as well as other cabinet members and administrators. The full impact of Defendants' callous and deceitful actions on Plaintiff's career trajectory, future earnings, and professional reputation will be felt for years to come.

## **II. JURISDICTION AND VENUE**

1. This Court has jurisdiction pursuant to 28 USC §1332 because there is complete diversity between the parties and the matter in controversy exceeds \$75,000, exclusive of interest and costs.

2. Jurisdiction is also conferred on this Court by 42 U.S.C. Section 1983, *et seq.*

3. Venue is appropriate because a substantial part of the events or omissions giving rise to the claims made herein occurred within the territorial jurisdiction of the United States District Court for the District of Connecticut.

## **III. PARTIES**

4. Plaintiff is a resident of Richmond, Virginia.

5. Defendant Norwalk Board of Education is organized under the laws of the State of Connecticut. At all times relevant to this Complaint, Defendant NPS had a business address of 25 East Ave, Norwalk, Connecticut 06851.

6. At all relevant times, Defendant Alexandra Estrella was the Superintendent of the NPS.

## **IV. STATEMENT OF FACTS**

7. Prior to holding the position of Chief Academic Officer for the Norwalk Public Schools, Plaintiff worked in the field of education for 20 years.

8. From on or about July 6, 2004 through on or about November 30, 2020, Plaintiff was employed by the New York City Department of Education ("NYCDOE").

9. During the course of her employment with the NYCDOE, Plaintiff was frequently commended for the quality of her work.

10. Over the course of her employment with the NYCDOE, Plaintiff was promoted to roles of increasing seniority and responsibility, including: Special Education Teacher/Teacher of Students with Autism, Special Education Teacher Support Services Provider, Aspiring Principal, Principal, Director of Professional Development for the Middle School Quality Initiative, Director of Implementation for the \$52 Million US Department of Education Teacher Incentive Fund Grant, Deputy Superintendent, and Community Superintendent.

11. While working for the NYCDOE, Plaintiff earned tenure in the following positions: Teacher (2007); Principal (2011); and Education Administrator IV (2015).

12. Also while working for the NYCDOE, Plaintiff earned permanent certifications as School Building Leader (2011) and School District Leader (2016).

13. From December 2018 to December 2020, immediately prior to her transition to Norwalk Public Schools, Plaintiff served as Superintendent of Community School District 2 in Manhattan.

14. Community School District 2 is New York City's highest performing school district, comprised of 49 elementary, middle, and high schools, and eight Pre-K centers in which approximately 80% of students demonstrate academic proficiency in both English Language Arts and Mathematics.

15. While working as Superintendent of Community School District 2, Plaintiff maintained a professional relationship with Estrella, the current Superintendent of Norwalk Public Schools.

16. Prior to beginning her position in NPS on July 1, 2020, Estrella served as the Superintendent of Community School District 4, also in Manhattan.

17. On July 11, 2020, Plaintiff received a text message from Estrella asking if she would be interested in becoming the Chief Academic Officer of Norwalk Public Schools.

18. On July 14, 2020, Plaintiff and Estrella had a telephone conversation, during which Estrella explained the importance of the role of Chief Academic Officer, the scope of the work, and why she thought Plaintiff's prior experience and subject matter expertise in curriculum, instruction, assessment, professional development and especially special education made her an ideal candidate for this role in Norwalk Public Schools.

19. Estrella told Plaintiff that she expected the Chief Academic Officer position to soon become vacant, and indicated that she would like Plaintiff to take over that role as part of her team.

20. Estrella further told Plaintiff that she was dissatisfied with the current Chief of Specialized Learning in Norwalk Public Schools. She stated: "We have history from when my kids were going through the IEP process, and I want her out."

21. Estrella told Plaintiff that she planned to combine the Curriculum and Instruction Department and Specialized Learning Departments, and in doing so, the Chief of Specialized Learning role would be eliminated. Estrella again explained: "I don't want to work with her. She has a terrible reputation. I want her out."

22. Based on her significant professional experience leading highly successful inclusive education and special education initiatives on the classroom, school, and district levels, Plaintiff was compelled by Estrella's idea of integrating the Specialized Learning Department into the Curriculum and Instruction Department.

23. Persuaded by Estrella's vision for Norwalk Public Schools and her determination to recruit Plaintiff for the position, Plaintiff committed to pursuing school district leader licensure in Connecticut in anticipation of the NPS Chief Academic Officer position becoming available.

24. During their discussions over the weeks that followed, Estrella continued to impress upon Plaintiff the importance of the NPS Chief Academic Officer role to both her personal vision and the optimal functioning of the Norwalk Public School District.

25. Plaintiff also conducted her own research into both the role and the Norwalk Public School District.

26. During their conversations, Estrella shared her prior experiences as a parent in the New Rochelle School District, explaining her frustrations with the individual who had served as Special Education Director of the New Rochelle School District at the time- the same individual who currently served as the Norwalk Public Schools Chief of Specialized Learning.

27. On multiple occasions, Estrella told Plaintiff that she intended to take the organization in a new direction in the near future by combining the Curriculum and Instruction Department, led by the Chief Academic Officer, with the Specialized Learning Department, led by the Chief of Specialized Learning.

28. Estrella said that her objective in combining the two departments was to force the Chief of Specialized Learning to vacate her position.

29. During this time period, Estrella made frequent public statements regarding the "ways we [she and the Chief of Specialized Learning] see special education differently."

30. On or about July 31, 2020, Plaintiff received a call from Estrella informing her that Dr. Brenda Myers ("Dr. Myers") had resigned from her position as Norwalk Public Schools Chief Academic Officer, effective August 31, 2020.

31. Later that day, Estrella sent Plaintiff a text message stating: “Work on your license this weekend. Request all your transcripts!” Plaintiff replied that she would.

32. On or about August 1, 2021, Plaintiff followed up with a text message to Estrella stating: “All transcripts sent!” and “Three forms to go”. Estrella replied: “Excellent!”

33. On or about August 3, 2020, Plaintiff sent the following text message informing Estrella of the progress she had made toward licensure in Connecticut: “I sent the HR form that verifies my experience to Judy. She said she will send it CT today. I also sent the program completion verification form to Bank Street (where I did my SDL). I think this is everything! (Unless your HR person says that I need to have the test scores form submitted as well).” Estrella replied: “The state will let you know.”

34. On or about August 6, 2020, Plaintiff sent Estrella a text message stating: “Good morning! I just attended a virtual info session for the little toddler program that I would send [my child] to in CT.” Estrella acknowledged her receipt of this message.

35. At Estrella’s encouragement, Plaintiff visited Norwalk on August 9, 2020.

36. In addition to text message communications, Plaintiff also spoke to Estrella via telephone on several occasions throughout August 2020.

37. During these conversations, Estrella repeatedly expressed her desire for Plaintiff take on the Chief Academic Officer role.

38. During her conversations with Estrella, Plaintiff learned that Dr. Myers continued in her position as Norwalk Public Schools Chief Academic Officer until on or about August 14, 2020, at which time Estrella had relieved her of her duties.

39. Estrella told Plaintiff she had advised Dr. Myers that it would not be necessary to stay on for the remaining two weeks of her notice period.

40. Estrella told Plaintiff that a consultant named Dr. Sandra Kase (“Dr. Kase”) had been hired several weeks prior to take on the role of Chief Academic Officer in an acting capacity.

41. A Norwalk Public Schools job posting on August 18, 2020 described the Chief Academic Officer role as, “the District's leader in curriculum, instruction, and professional development”.

42. Chief Academic Officer is an essential role, equivalent to Assistant Superintendent of Curriculum and Instruction in other similarly-sized Connecticut school districts.

43. As an essential role, the Chief Academic Officer position was not eliminated, reallocated, reduced or modified in any capacity when Plaintiff’s predecessor, Dr. Myers, resigned, nor when she vacated the position.

44. In fact, rather than eliminating the Chief Academic Officer position or reassigning the Chief Academic Officer duties to other current employees, when Dr. Myers resigned, Dr. Kase, a seasoned district administrator with approximately 45 years of experience, was hired specifically to fill the role and execute the duties of the Chief Academic Officer while the NPS sought a permanent replacement.

45. Upon information and belief, the first meeting between Dr. Kase and the Curriculum and Instruction Department took place on August 18, 2020, the second working day after Dr. Myers’ departure from the role of Chief Academic Officer.

46. At 5:18 am on August 18, 2020, Plaintiff received a text message from Estrella with a link to the Chief Academic Officer job posting on Applitrack.com.

47. At 6:46 am on August 18, 2020, Estrella called Plaintiff to discuss the posting, once again encouraging her to apply for the Chief Academic Officer role. Estrella restated her belief that Plaintiff’s qualifications were a perfect match for the position and well-aligned with her vision

of a combined Curriculum and Instruction and Specialized Learning Department that would provide integrated services for diverse learners.

48. In response to Estrella's numerous solicitations and the information Estrella had provided regarding the specific nature and duties of the Chief Academic Officer role, Plaintiff decided to formally apply for the position.

49. Estrella told Plaintiff that Dr. Kase would serve as her liaison and help Plaintiff to prepare for the upcoming interview.

50. On September 2, 2020, Estrella gave Plaintiff Dr. Kase's contact information.

51. On September 8, 2020, Plaintiff received a text message from Estrella asking: "What is the status of your application? Sandy is waiting for your call. She said to call her tonight." Plaintiff replied, "Getting the third recommendation this week."

52. On September 15, 2020, Plaintiff received text messages from Estrella saying: "Hello! Where is your application?", and "You are causing me a heart attack!"

53. The same day, Plaintiff received a text message from Dr. Kase saying: "Hi Donald. I'm beginning to get worried since I hadn't heard from you. Did you finish the reference letter? Your application is due on Thursday. Can I help in any way?????? Please call when you have a chance. Thanks."

54. Plaintiff replied: "I have everything I need. Rahesha reviewed the letter and made her changes. I just have to upload those recommendations and my resume."

55. Dr. Kase replied: "That's GREAT news! We're both anxious to get you up here!! Let's talk later. What time works for you?"

56. Later that day, Plaintiff submitted her application for the Chief Academic Officer position via the Norwalk Public Schools Applitrack system.

57. On September 22, 2020, Plaintiff received an invitation for an initial interview at 6:00 pm on September 25, 2020.

58. On the evening of September 24, 2020, Plaintiff received a text message from Estrella's private cell phone containing seven questions. Plaintiff replied: "Are you nuts? I worked with Pat [Estrella's Executive Assistant] to make sure my Microsoft Teams will connect with yours. She was nice. I hope you had a good day." Estrella replied: "You too! Delete".

59. During Plaintiff's initial interview on September 25, 2020, various members of the Hiring Committee asked her the very same questions that Estrella had texted her the evening before, verbatim with no amendments.

60. Immediately upon the conclusion of her interview at 6:34 pm, Plaintiff received a text message from Dr. Kase saying: "You were great! I'll call you on the way home."

61. Dr. Kase called Plaintiff later that evening to discuss her impressions of Plaintiff's interview performance and the reactions of the Hiring Committee, and to share information about the next phase of the hiring process.

62. At 6:55 pm, twenty minutes after the conclusion of her interview, Plaintiff received a telephone call from Estrella commending Plaintiff on her interview performance and expressing excitement about having Plaintiff join her team.

63. During this call, Estrella stated that it was essential Plaintiff relocate her family to Norwalk in order to fulfill the duties of Chief Academic Officer. She said that Plaintiff becoming a "Norwalker" would be "critical to the Board".

64. Plaintiff and Estrella discussed in detail the logistics and hardships of the physical relocation that the Plaintiff would need to arrange for herself and her family.

65. On September 29, 2020, Plaintiff received an email from Norwalk Public Schools Chief Human Resources and Talent Officer Javier Padilla (“Mr. Padilla”) inviting her to a second interview for the Chief Academic Officer role.

66. Plaintiff responded to Mr. Padilla, and a second interview was scheduled for October 7, 2020.

67. After the completion of Plaintiff’s second interview, Estrella asked her to appear for an interview with the Norwalk Board of Education Executive Committee on October 12, 2020.

68. At 4:30 pm on October 12, 2020, Plaintiff was interviewed by Norwalk Public Schools Board of Education President Sarah LeMieux, and Board members Godfrey Azima and Heidi Keyes.

69. On the morning of October 13, 2020, Estrella sent Plaintiff a text message saying: “Can you give me a timeline of your communication for us to plan your announcement?” Plaintiff replied: “Yes. I will get right on it.”

70. Estrella responded: “Gracias! We need to work on your contract too. I will ask the attorney to write a draft for your review.”

71. In addition to her conversations with Estrella, Plaintiff also spoke frequently about the Chief Academic Officer role and the terms of her employment contract with Dr. Kase, including one call on October 16, three calls on October 19, and three calls on October 21, 2020.

72. Plaintiff and Dr. Kase discussed the arrangements for her anticipated move to Norwalk, including her car purchase, apartment search and registration of her child in a Norwalk preschool. They also discussed the fact that Plaintiff would need to break her apartment lease in Brooklyn and purchase driving lessons for her child’s babysitter so that the babysitter would be able to travel back and forth to Norwalk from her home in Queens.

73. Dr. Kase was well aware of the logistics and hardships imposed by the pending move. Nevertheless, she encouraged Plaintiff to pursue the opportunity that Estrella presented.

74. On October 21, 2020, Estrella sent Plaintiff a text message saying: “Hi! Can we talk about your contract?”

75. Later that day, Estrella sent Plaintiff another text message saying: “Lol it's been so busy. Check your email and tell me what you think.”

76. The first version employment contract offered to Plaintiff by Estrella on October 21, 2020 included no salary information. Further, the proposed contract contained two different end dates: June 30, 2021 and June 30, 2023.

77. Plaintiff sent Estrella a text message in response to her email stating: “I looked at it. I think it might be possible that you forwarded an earlier draft -- I say this because there is no salary.”

78. Estrella replied: “It's a draft he is working on final”.

79. On October 22, 2020, Estrella sent Plaintiff an updated draft of the employment contract which included an annual salary of \$204,000, and an additional 403(b) contribution of \$5,000. This represented a significant compensation increase (approximately \$22,500 annually) from Plaintiff's current compensation as Community Superintendent in New York City.

80. However, because the term of the contract was for only one year, from December 1, 2020 through November 30, 2021, Plaintiff did not sign it.

81. Later that day, Plaintiff called Estrella to express her concern regarding the proposed contract term of only one year. Plaintiff explained that as a single mother, she was not comfortable giving up the job security and tenure in her current senior role with the NYCDOE for a career move that only guaranteed a brief term.

82. Plaintiff told Estrella that because she was being asked to relocate her family to a different state, she would need NPS to ensure a long-term employment contract.

83. Estrella acknowledged Plaintiff's concerns.

84. During a call with Dr. Kase on October 27, 2020, Plaintiff reiterated that as the head of household and her child's only parent, Plaintiff was not comfortable with the one-year term of the proposed contract.

85. Plaintiff reaffirmed her preference for a more senior role within a smaller school system where she could really make an impact in the lives of children. Plaintiff explained that she was excited about the opportunity and looking forward to working under Estrella's leadership, yet she was very reluctant to leave a job where she had employment protections in place and an established record of success.

86. Plaintiff further explained the challenges associated with moving her family to a different state, including the need to break her current apartment lease.

87. Plaintiff stated that in order to accept the opportunity with NPS, she would require a long-term contract.

88. Dr. Kase said that she "understood completely", and that she would "talk with [Estrella]." She encouraged Plaintiff to email Estrella to formalize her stance regarding the term of the proposed contract.

89. Immediately after the conversation with Dr. Kase, Plaintiff emailed Estrella saying: "In my review of the contract, I noticed that the term of employment is one year. May we please revisit this contract term together? I propose lengthening it to June, 2023".

90. Plaintiff then forwarded the email she had just sent to Estrella to Dr. Kase, with the following message: "Thank you for your time and good counsel."

91. Later that day, Dr. Kase responded with a fingers-crossed emoji and the following text message: “Yes!!!! [Estrella] has put in a call to the attorney and we're discussing the issue.”

92. Plaintiff replied: “Fingers crossed is right. Wouldn't it be amazing if I could give my notice at the end of this week?” Dr. Kase replied: “That would be awesome!”

93. Plaintiff's exchange with Dr. Kase referred to the request she had made to Estrella to ensure that the term of her contract was sufficient in length.

94. By this time, Plaintiff had informed Dr. Kase on several occasions that she would not accept the position if she was only offered a one-year contract.

95. On October 28, 2020, Plaintiff received an email from Estrella asking: “Would you like your annuity to be a part of your base salary or a fringe benefit? That will affect how much you will have to pay in to TRB and you might want to make it part of your base salary only if you hope to vest in Connecticut, which takes ten years.”

96. Plaintiff replied: “I am hoping/planning to vest in Connecticut.”

97. By affirming her desire to vest in Connecticut, a process that takes ten years, Plaintiff indicated clearly that she intended to make a long-term commitment to Norwalk Public Schools, for which she would require a reciprocal commitment.

98. On October 28, 2020, Plaintiff forwarded to Estrella and Dr. Kase a *Ctinsider.com* article about the Chief of Specialized Learning entitled, “I'm Not Looking to Leave: Norwalk Special Education Leader Remaining in District”.

99. Estrella replied: “Real funny stuff.”

100. Later that week, Estrella told Plaintiff that she had been in touch with the Acting Superintendent in New Rochelle, Alex Marrero. She said: “I told him how horrible I think she [the Chief of Specialized Learning] is.”

101. On November 4, 2020, Plaintiff received an email from Estrella with a draft employment contract containing a term from December 1, 2020 through June 30, 2023, and a message saying: “Please advise if you agree with the terms of this contract.”

102. Because the contract term was sufficient in length to allay her concerns about leaving the security of her current superintendent position, Plaintiff emailed Estrella later that afternoon to say that she would be accepting the proposed agreement.

103. Over the several weeks that followed, Plaintiff provided notice of resignation to her employer and worked with Estrella and NPS Chief Communications Officer Brenda Wilcox-Williams on a press release about her transition to NPS.

104. On November 18, 2020, articles about Plaintiff’s departure from the New York City Department of Education appeared in both the *New York Post* and the *New York Daily News*.

105. When Plaintiff shared the articles with Estrella and Dr. Kase, Dr. Kase responded: “She’s famous and will be missed. They’ll be sorry they didn’t find a way to keep Donaldda. Their loss, our gain!!!”

106. On November 24, 2020, Estrella sent Plaintiff an email with the final draft of her employment contract and the subject line: “Please sign...”

107. Plaintiff signed the employment agreement and returned emailed it back to Estrella.

108. On November 25, 2020, Plaintiff received an email from Estrella with a new draft of her employment agreement and the subject: “Fw: Chief Academic Officer Employment Contract”. The email said: “Please sign this new version of the contract to correct your annuity.”

109. An additional section had been added addressing the terms of Plaintiff’s annuity. However, the compensation figures remained the same, and most importantly, the contract term was still from December 1, 2020 through June 30, 2023.

110. Based on the negotiated three-year term, in addition to the increase in compensation from her current position, Plaintiff accepted the job offer and signed the contract as presented (See Exhibit A).

111. Throughout the process of negotiating her contract, Estrella continuously pressured Plaintiff to announce her departure from her current NYCDOE position, to give notice her resignation, and to set a start date for the new NPS Chief Academic Officer position.

112. Plaintiff was never advised to consult with an attorney to review the terms of the proposed employment agreement.

113. Prior to signing the employment agreement, Plaintiff was never told of any contemplated reduction, adjustment, or elimination of the Chief Academic Officer position.

114. Based on Estrella's multiple statements about the importance of becoming a member of the local Norwalk community to Plaintiff's role as Chief Academic Officer, Plaintiff signed a one-year apartment lease and moved with her family to Norwalk in November 2020.

115. Also in November 2020, Plaintiff paid a tuition deposit to enroll her child in a preschool program in Wilton, CT, beginning in January 2021.

116. On December 1, 2020, Plaintiff began working as Chief Academic Officer and leader of the Curriculum and Instruction Department of Norwalk Public Schools.

117. Plaintiff began the position with the understanding that within a period of months, she would also take on supervision and leadership of the Department of Specialized Learning, as Estrella had explicitly told her.

118. On December 1, 2020, Plaintiff's first official day of work in the Chief Academic Officer role, she attended a 'Cabinet Meeting' led by Estrella. Other Cabinet members also present included; Dr. Kase, the Chief of Specialized Learning, the Chief of Digital Learning, the Chief Operations Officer, the Chief Communications Officer, and the Chief Financial Officer.

119. The Chief of Human Resources, Mr. Padilla, was not present at the meeting.

120. During the meeting, Estrella informed the group that the Chief of Human Resources role was being rethought and would likely no longer be a cabinet-level position.

121. Also at the Cabinet Meeting on December 1, 2020, Estrella announced the creation of a new ‘Strategic Operating Plan’ for the Norwalk School District, based upon reports prepared by the Connecticut Center for School Change.

122. After the meeting, Plaintiff requested Estrella provide copies of the aforementioned reports.

123. On December 1, 2020, Estrella emailed Plaintiff three reports, including the “2020 Norwalk Public Schools Capacity and Coherence Review - Central Office Configuration” report (the “report”), with an accompanying presentation dated November, 2020.

124. In the email message, Estrella stated that the report contained sensitive information that she had not shared with all Cabinet members.

125. The three reports summarize research conducted by the Connecticut Center for School Change about organization and staffing of school district leadership roles in the State of Connecticut.

126. The content of the three reports reveals that Estrella had hired the Connecticut Center for School Change to research and provide advice on the major changes she intended to make in the NPS central leadership organization during the same time period that she had been recruiting Plaintiff to serve as Chief Academic Officer and negotiating the length of Plaintiff’s contract term.

127. Upon information and belief, Estrella and the NPS Board had commissioned these reports in or about summer of 2020, before Plaintiff was first contacted about the Chief Academic Officer position.

128. Prior to sharing the reports at the Cabinet Meeting on December 1, 2020, neither Estrella nor any other NPS employee or Board member had ever indicated to Plaintiff that a larger reorganization of cabinet-level roles was already underway.

129. Plaintiff was alarmed by the realization, on her first day as Chief Academic Officer, that there would soon be a new central office personnel configuration. In fact, the central office personnel reconfiguration had already begun, with Estrella's announcement during the Cabinet Meeting that the Chief of Human Resources role would no longer be a cabinet-level position.

130. According to the Chief Academic Officer role description that was published in the job posting to which Plaintiff applied in September, 2020, the Chief Academic Officer is "the District's leader in curriculum, instruction, and professional development."

131. According to the report, whether designated as Chief, Assistant Superintendent, or any other title, the primary functions associated with this role are essential to each school district used for data comparison, as well as all other school districts within the State of CT and across the nation.

132. While the responsibilities and subject matter expertise required for the role of Chief Academic Officer may be dispersed within a school district, elimination of the role itself is impossible, as its responsibilities are core to the very mission of schooling.

133. On January 6, 2021, Plaintiff met with Estrella to discuss various aspects of her role, including the upcoming merger of the Curriculum and Instruction and Specialized Learning Departments. Among the topics discussed were; the role of the Specialized Learning Department, the changes Estrella hoped to see, the number of staff members in the department, the supervisory

structure, and the number of pending lawsuits filed by families seeking compensatory services and financial damages for their children.

134. Plaintiff told Estrella that she believed the hybrid and remote instruction of the past year had significantly impacted the District's special needs students, and she anticipated an increase in legal claims in the near future from the families of students with special learning needs.

135. Plaintiff also told Estrella that she thought increasing the level of performance and accountability required of both departments would be a very difficult process during a pandemic.

136. Plaintiff told Estrella that she and the Chief of Specialized Learning had been working very well together and she thought their relationship was highly productive and collaborative. Plaintiff said that if there were specific goals that Estrella wanted to set, she and the Chief of Specialized Learning could reach them together.

137. Finally, Plaintiff asked Estrella to reconsider her plan to combine the two departments.

138. Estrella responded by telling Plaintiff that the plan was non-negotiable and would move forward, adding: "I want her out."

139. Estrella made additional statements further confirming her plan to combine the departments under Plaintiff's leadership, and advised Plaintiff to arrange a weekly transition planning meeting with the Chief of Specialized Learning.

140. Later that afternoon, Plaintiff reached out to the Chief of Specialized Learning to schedule weekly check-in meetings, as she had been instructed.

141. Plaintiff and the Chief of Specialized Learning arranged a spring calendar of joint weekly team meetings for the members of each of their departments, initiating the transition to combining the Curriculum and Instruction Department and the Specialized Learning Department.

142. On or about January 15, 2021, Estrella circulated a letter authored by Chief Communications Officer Brenda Wilcox-Williams on the NPS website and via email to all NPS families, announcing the retirement of the Chief of Specialized Learning.

143. The letter went on to announce that the Curriculum and Instruction and Specialized Learning Departments would be combined, and that the, “combined department w[ould] be overseen by Chief Academic Officer Donalda Chumney.”

144. The letter concludes: “once the special education review is complete, Donalda and [the Chief of Specialized Learning] will begin working closely to ensure a seamless transition.”

145. After the official announcement that the two departments would be combined, Plaintiff and the Chief of Specialized Learning co-planned joint bi-weekly team meetings for approximately 12 directors who served as their direct reports.

146. Plaintiff conducted combined weekly team meetings with the Directors of Curriculum and Instruction and the leaders of the Specialized Instruction Department, the Director of Pupil Personnel Services, Director of Social Work, and Director of School Counseling, and the district’s lead Gifted and Talented Educator. These weekly team meetings were focused on the upcoming merger of the two departments into one unified, collaborative department.

147. At the direction of Estrella, and in preparation to lead a unified Curriculum and Instruction and Specialized Learning Department, Plaintiff held one-to-one meetings with the leaders of the Specialized Learning Department and their direct reports, and reached out to leaders of Norwalk’s SPEDPAC, an advisory group comprised of parents, guardians, and educators of special needs.

148. Also at the direction of Estrella, Plaintiff attended monthly NPS School Board Committee Meetings for the Specialized Learning/Special Education Committee from January

through May to update NPS School Board members on the status of the transition and departmental merger.

149. In June, Plaintiff presented the summer school program plan for students with disabilities at an NPS School Board Committee Meeting for the Specialized Learning/Special Education Committee.

150. During one-to-one meetings on March 5 and March 9, 2021, Plaintiff updated Estrella on the status of the transition.

151. Plaintiff believed it was critical that she convey to Estrella the extensive scope of the Specialized Learning Department's work.

152. Plaintiff also sought clarity from Estrella regarding the multiple open lawsuits against NPS that pre-dated the current Chief of Specialized Learning.

153. Plaintiff again suggested that it would be extremely helpful to both staff members and individuals in the schools who depend upon the continuity of special education student supports for Estrella to arrange for the Chief of Specialized Learning to consult on a weekly or bi-weekly basis post-retirement. Plaintiff told Estrella this was particularly important with regard to areas of ongoing litigation and supervision of specialized student support personnel.

154. Each time Plaintiff brought up the possibility of the Chief of Specialized Learning continuing to provide support for Specialized Learning Department's work and Plaintiff's transition into the leadership role of the department, Estrella replied, "I don't want her back here."

155. On April 9, 2021, Plaintiff was called to a meeting by Estrella, whereupon she was informed that Estrella would soon recommend to the Board of Education that "the role of Chief Academic Officer be eliminated due to reorganization", as of July 1, 2021.

156. Plaintiff immediately thought back to the report Estrella had provided to her on her first official workday as Chief Academic Officer,.

157. Upon information and belief, the NPS reorganization had been in the planning stages at the time Plaintiff was recruited and hired for the Chief Academic Officer position.

158. Estrella further informed Plaintiff that if she wished to remain employed by Norwalk Public Schools, she would need to reapply for a new position that had not yet been established or posted.

159. Estrella told Plaintiff that among the positions she intended to create was that of “Assistant Superintendent”, tasked with supervision of the Curriculum and Instruction and Specialized Learning Departments- duties which Plaintiff had been hired to perform as Chief Academic Officer, and duties included in Plaintiff’s newly expanded role, which had been announced publicly to all NPS employees and families in January 2020.

160. Plaintiff asked Estrella for whom the Assistant Superintendent position was being created, as the duties described are the same ones Plaintiff had been hired to perform and had been performing since December 1, 2020, with the additional duty of supervising Specialized Learning, for which Plaintiff was currently transitioning to take over.

161. Estrella responded by saying that she didn’t know because the position would be posted and she would need to hire for it.

162. The Assistant Superintendent of Schools position includes the very same duties as the current Chief Academic Officer position.

163. Estrella then explained, “underneath the Assistant Superintendent of Schools will be Executive Directors of Leadership Development who will be in charge of supervising principals. Underneath that role will be Educational Administrators for Curriculum and Instruction, Specialized Instruction, Guidance, and so forth.”

164. Estrella told Plaintiff that the newly created ‘Education Administrator for Curriculum and Professional Development’ role would be tasked with the supervision of five content area specialists.

165. Estrella stated that the role she intended for Plaintiff was, “not going to be a cabinet-level position as it is now”, and that, “[t]he cabinet-level position [would] be Assistant Superintendent of Schools, and this role will fall under that portfolio.”

166. Plaintiff was told that in addition to being a lower level, unionized, non-cabinet level position, the Education Administrator role would also have a lower salary than Plaintiff’s as Chief Academic Officer.

167. Contradictingly, Estrella told Plaintiff that Education Administrator, rather than Assistant Superintendent, was the position “most closely aligned with [her] current Chief Academic Officer role”.

168. Estrella then showed Plaintiff the salary scale for the new, not yet created Education Administrator role, and told her, “with your experience, we could negotiate where you fall in the range.”

169. According to the salary scale that Estrella showed Plaintiff, the lower end of the salary range for the Education Administrator role was more than \$30,000 per year less than Plaintiff’s current salary as Chief Academic Officer, and the top of the range was approximately \$23,000 per year less than Plaintiff’s current salary.

170. Estrella told Plaintiff, “you are in a predicament where you need to apply for this new role.”

171. Plaintiff asked Estrella: “Just to be clear, do you want me to apply for the Education Administrator role?”

172. Estrella replied: “Yes. To this role? I would like you to.”

173. In short, Estrella was attempting to revoke the title, salary increase, and opportunity to continue leading impactful work, which she had used to lure Plaintiff from her previous position.

174. In addition to the purported “elimination” of Plaintiff’s role as Chief Academic Officer, for which she had been recruited and hired less than five months prior, Plaintiff was now being told that she would need to reapply for an open position, with no guarantee of employment.

175. Moreover, Estrella was advising Plaintiff to apply for a lower paid, non-cabinet role with much lower level administrative duties than her current Chief Academic Officer position.

176. At no time during Plaintiff’s meeting with Estrella did Estrella invite or even suggest that Plaintiff apply for the role of Assistant Superintendent of Schools. Estrella directed her discussion with Plaintiff entirely upon the details of the Education Administrator position, including its title, salary, reporting relationships, perceived benefits, and expectations for the role.

177. Plaintiff was devastated by what Estrella had told her.

178. In the four months and thirteen days that Plaintiff had served as Chief Academic Officer at Norwalk Public Schools, she had fulfilled all functions of her role and had eagerly taken on additional duties as assigned.

179. During the four months and thirteen days that Plaintiff had served as Chief Academic Officer, no one at Norwalk Public Schools had ever expressed or even alluded to any concerns about her job performance.

180. Contrary to what Plaintiff was told by Estrella, the Chief Academic Officer role was not being eliminated. Rather, the role would continue to exist under the new title, ‘Assistant Superintendent of Schools’.

181. On April 30, 2021, at Estrella's invitation, Plaintiff represented Norwalk Public Schools at the Spring 2021 State of Connecticut Alliance District Symposium, a convening of all

Chief Academic Officers and Assistant Superintendents for Curriculum and Instruction and those who perform related responsibilities, led by Chief Academic Officer for the State of Connecticut.

182. Notably, there was never any mention, during or before the April 9, 2021 meeting, of how the retitling of roles might benefit student learning, enhance educator efficacy, or increase student achievement.

183. On April 16, 2021, Plaintiff received a letter from Estrella stating: “As you know, I am recommending a reorganization of the Central Office administrative positions to the Board of Education, and that recommendation includes the elimination of the position of Chief Academic Officer, effective July 1, 2021. Given the likelihood that your position will be eliminated, in accordance with Connecticut General Statutes, Section 10-151(c), I am hereby notifying you in writing that your contract of employment will not be renewed for next year. Accordingly, your employment with the Norwalk Board of Education will end effective June 30, 2021. This action is based on the probability that your position will be eliminated in the administrative reorganization, and it is not based on your performance as Chief Academic Officer. When the reorganization is finalized, you are welcome to apply for any vacant position for which you are qualified.”

184. Plaintiff’s Employment Agreement Section III explicitly provides: “*The term of the Chief Academic Officer's employment shall be for the period from December 1, 2020 through June 30, 2023. On or before January 31, 2023, the Superintendent shall inform the Chief Academic Officer in writing whether she will be recommending an extension of this contract.*” (See Exhibit A).

185. Plaintiff would not have accepted the position as NPS Chief Academic Officer if not for the extended length of her contract term through June 30, 2023.

186. Plaintiff's Employment Agreement Section VI(D)(2) states: "*This contract shall terminate if the Board eliminates the position of Chief Academic Officer, on the effective date of such termination.*" (See Exhibit A).

187. However, the role of Chief Academic Officer for Norwalk Public Schools was not eliminated, but merely retitled in order to create a pretext to end Plaintiff's employment contract prematurely.

188. Plaintiff's Employment Agreement Section VI(D)(3) entitles her to: "*...request that the Board of Education convene a meeting to review the Superintendent's decision...*", at which point, "*[t]he Board shall convene such meeting promptly, and it shall hear from both the Superintendent and the Chief Academic Officer.*" (See Exhibit A)

189. On April 20, 2021, Plaintiff requested, in writing, that the Board of Education convene an executive session meeting to review the Superintendent's decision with regard to the reason given for her termination, as per Section VI(D)(3)(a) of her Employment Agreement.

190. Plaintiff's request was summarily denied.

191. In or about the spring of 2021, Plaintiff began searching for a new position.

192. Despite her years of hard work and excellent job performance, Plaintiff quickly discovered that the brevity of her employment as NPS Chief Academic Officer had damaged her career prospects immeasurably.

193. When Plaintiff applied for a position in another local school district, Strategic Educational Advantage, LLC recruiter, Dr. Mike Kuchar told her: "It will be difficult to explain to the School Board how you could arrive at a school district in a Chief Academic Officer role in December and be written out of the plan by April. This creates an almost impossible situation for you to get another job. You have everything that they're looking for, but the Board had concerns about your time in Norwalk being so short. They decided to pursue other candidates."

194. Another recruiter from Ray and Associates told Plaintiff: “With a term of employment this short, you’re damaged goods, especially if you want to get a Chief Academic Officer or Superintendent role in another district.”

195. In or about late June, 2021, Plaintiff was finally offered a position as a school principal, at a \$95,000 per year reduction in salary, in a city over 300 miles from the geographic area where she had lived for her entire adult and professional life.

196. This was the first and only job offer Plaintiff received, and taking into account what she had been told by recruiters, she felt compelled to accept the position.

197. In or about July, 2021, Plaintiff once again uprooted her family and moved to Richmond, Virginia to begin her new job as a school principal.

**V. COUNT ONE: BREACH OF CONTRACT (AGAINST NPS)**

198. Paragraphs 1-197 are incorporated by reference herein.

199. The November 17, 2020 Employment Agreement (the “Agreement”) (Exhibit A) constitutes a valid and binding contract between Plaintiff and the Norwalk Board of Education.

200. At all times relevant to this Complaint, Plaintiff performed her duties under the Employment Agreement.

201. Pursuant to the Agreement, Plaintiff’s employment was not up for renewal until June 30, 2023.

202. NPS repudiated the Agreement when, on April 16, 2021, Estrella notified Plaintiff that her, “contract of employment [would] not be renewed for next year.”

203. On April 20, 2021, NPS materially breached the Employment Agreement by refusing to review the Superintendent’s termination decision, as required under Section VI(D)(3)(a) of the Agreement (Exhibit A).

204. In fact, the role of Chief Academic Officer was not “eliminated”, as Estrella had claimed in her termination letter to Plaintiff on April 16, 2021, but merely retitled as ‘Assistant Superintendent of Schools’.

205. Defendants’ premature termination of Plaintiff’s employment is a direct violation of her Employment Agreement.

206. Plaintiff has sustained economic damages as a result of NPS’s breach including lost wages, loss of reasonable interest on those sums certain, as well as indirect losses stemming from a tarnished professional reputation and lost career opportunities because of circumstances surrounding the breach.

207. Plaintiff respectfully requests that NPS be held liable on this claim and requests all appropriate relief be awarded in her favor.

**VI. COUNT TWO: FRAUDULENT MISREPRESENTATION/ INDUCEMENT (AGAINST NPS)**

208. Paragraphs 1-207 are incorporated by reference herein.

209. NPS fraudulently misrepresented a common understanding with regard to term of Plaintiff’s tenure as Chief Academic Officer under the Agreement, in order to induce her into accepting employment.

210. During the summer of 2020, Estrella made numerous false representations indicating that Curriculum and Instruction and Specialized Learning Departments were going to be combined under leadership of the Chief Academic Officer.

211. Defendants knew at the time such representations were made that they were false. In fact, the Chief Academic Officer position was slated for elimination as part of reorganization that was being planned at the same time Estrella was aggressively recruiting Plaintiff.

212. In addition, Defendants offered Plaintiff a revised Employment Agreement with an extended three-year term, through June 30, 2023, after Plaintiff refused to accept a shorter employment term.

213. Estrella made it clear to Plaintiff that it was “critical to the Board” that she relocate her family to Norwalk for the new position.

214. Defendants knew that Plaintiff would not leave the security of her employment with the NYCDOE to accept the position as NPS Chief Academic Officer without a long-term employment contract.

215. Defendants never intended to honor the three-year term of the Employment Agreement, as evidenced by Estrella’s April 16, 2021 letter indicating that Plaintiff’s would, “not be renewed for next year”, and would “end effective June 30, 2021”.

216. Defendants’ false statements regarding the anticipated incorporation of new responsibilities into Plaintiff’s Chief Academic Officer role and three-year minimum employment term were made for the sole purpose of inducing Plaintiff to accept the position.

217. Plaintiff would not have left the security of her 16 plus years of employment to accept the position as NPS Chief Academic Officer if not for the salary offered, level of responsibility, and the extended duration of the contract through June 30, 2023.

218. As a result of Defendants’ deliberate misrepresentations, Plaintiff has sustained economic damages due to the loss of her long-term employment with the NYCDOE, and expenses associated with her subsequent long distance move to accept a lower-level position at a significantly reduced salary.

219. Plaintiff respectfully requests that NPS be held liable on this claim and requests all appropriate relief be awarded in her favor.

**VII. COUNT THREE: BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING (AGAINST NPS)**

220. Paragraphs 1-219 are incorporated by reference herein.

221. Every contract in Connecticut includes an implied covenant of good faith and fair dealing.

222. The November 17, 2020 Employment Agreement (Exhibit A) constitutes a valid and binding contract between Plaintiff and the Norwalk Board of Education.

223. The Employment Agreement includes the clear end date of June 30, 2023.

224. By seeking to invalidate a material negotiated term in Plaintiff's Employment Agreement as an excuse to end her employment prior to the termination date on June 30, 2023, NPS deprived Plaintiff of her justifiable expectations under the Agreement.

225. NPS's acts of impeding and interfering with Plaintiff's right to receive benefits reasonably expected under the contract were taken maliciously, intentionally, willfully, wantonly, and/or recklessly and in bad faith.

226. As a direct and proximate cause of the aforesaid wrongful conduct of NPS, Plaintiff has suffered damages, including economic losses, extreme indignities and humiliation, severe emotional distress, mental anguish, loss of enjoyment of life, loss of standing in the community, and destruction of her personal and professional reputation.

227. Plaintiff respectfully requests that NPS be held liable on this claim and requests all appropriate relief be awarded in her favor.

**IX. COUNT FOUR: DEPRIVATION OF PROPERTY INTEREST IN THE PURSUIT OF PLAINTIFF'S OCCUPATION WITHOUT DUE PROCESS OF LAW IN VIOLATION OF THE FOURTEENTH AMENDMENT (AGAINST BOTH DEFENDANTS)**

228. Paragraphs 1-227 are incorporated by reference herein.

229. Plaintiff, a public employee, had a constitutionally protected property interest in her continued employment with NPS under the terms of her Employment Agreement.

230. Estrella's and/or NPS's conduct in terminating Plaintiff's employment without cause and without due process under the Employment Agreement, deprived Plaintiff of her property interest in the pursuit of her occupation, in violation of the Fourteenth Amendment.

231. Defendants were engaged the aforesaid actions maliciously, intentionally, willfully, wantonly, and/or in reckless disregard of Plaintiff's constitutionally protected rights.

232. As a direct and proximate cause of the aforesaid wrongful acts and conduct of the Defendants, jointly and/or severally, Plaintiff has suffered damages, including economic losses, extreme indignities and humiliation, severe emotional distress, mental anguish, loss of enjoyment of life, loss of standing in the community, and destruction of her personal and professional reputation.

233. Plaintiff respectfully requests that Defendants be held liable on this claim and requests all appropriate relief be awarded in her favor.

**X. DEMAND FOR RELIEF**

Plaintiff hereby requests the following relief:

- A. Award compensatory damages;
- B. Award punitive damages;
- C. Award attorneys' fees and costs;
- D. Award pre-judgement interest;
- E. Award post-judgement interest;
- F. Award such other relief in law or equity as this Court deems appropriate.

**JURY TRIAL DEMANDED**

Plaintiff respectfully requests a jury trial on all questions of fact raised by her Complaint.

Respectfully Submitted,  
PLAINTIFF  
DONALDA CHUMNEY

/s/ \_\_\_\_\_  
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