

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

DONALD CHUMNEY,
Plaintiff.
v.

CIVIL ACTION NO.
3:21 CV 01532 (SALM)

NORWALK BOARD OF EDUCATION
ALEXANDRA ESTRELLA
Defendants.

DECEMBER 16, 2021

ANSWER AND AFFIRMATIVE DEFENSES

I. Preliminary Statement:

The Defendants deny the statements and insinuations set forth in the Plaintiff's unnecessary and uncalled for 'Preliminary Statement'. In reality the Plaintiff reached out to Superintendent Estrella in June 2020 informing her that she 'needed to find another job' and further asked if Estrella could connect her to the employment search firm that she had then-recently used.

II. Jurisdiction and Venue:

1. Admitted (though the Defendants deny that the Plaintiff is entitled to any damages.
2. Admitted
3. Admitted

III. Parties:

4. Admitted
5. Admitted (address is 125 East Avenue)
6. Admitted.

IV. Statement of Facts:

7.- 15. The Defendants lack sufficient information and knowledge to either admit or deny the statements of the Plaintiff regarding her employment history or experience and leave the Plaintiff to her proof.

16. Admitted

17. It is admitted that in June 2020 the Plaintiff sent Estrella a text message in which she stated "it is clear to me that I need to find another job". Further, she asked Estrella for the name of the employment search firm that Estrella had used in the past. As to the particular text message referred to by the Plaintiff, the Defendants shall conduct an examination and investigation into their records and request responses to detailed discovery inquiries and records production requests that will allow the Defendants to more particularly and accurately respond to the Plaintiff's assertions.

18.- 73. The Defendants admit that the Plaintiff reached out to Estrella to express a desire to explore employment opportunities away from her present employment in New York and that Estrella was aware of the Plaintiff's application for employment with the Norwalk Board of Education.

As to the particular communications and messages referred to by the Plaintiff, the Defendants shall conduct an examination and investigation into their records and request responses to detailed discovery inquiries and records production requests that will allow the Defendants to more particularly and accurately respond to the Plaintiff's assertions.

74. -117. The Defendants admit that there had been certain communications between the Plaintiff and Estrella regarding her employment, the employment contract and the terms thereof. As to the particular communications and messages referred to by

the Plaintiff, the Defendants shall conduct an examination and investigation into their records and request responses to detailed discovery inquiries and records production requests, that will allow the Defendants to more particularly and accurately respond to the Plaintiff's assertions. In the meantime, it is true that the Plaintiff sent an email to Estrella on October 27, 2020 in which she stated that "(i)n my review of the contract, I noticed the term of employment is one year. May we please revisit this contract term together? I propose lengthening it to June, 2023". However, the Plaintiff apparently intentionally failed to include all of the email sentence that concluded as follows:

*"I propose lengthening it to June, 2023, **yet I am happy to discuss. I am committed to doing whatever it takes** to make a substantial contribution to Norwalk Public Schools and that the City of Norwalk, both as an employee and as a new member of the community who will relocate to take on this position (emphasis added)".*

While the contract provided that the Term of Employment (Article III) "shall be for the period from December 1, 2020 through June 30, 2023", it also specifically provided that this term was "subject to termination in accordance with Section VI (of the contract)".

Article VI (D) of the Contract provided that the *"Agreement may be terminated as follows:*

- 1. Non-renewal or termination of employment in accordance with the Teacher Tenure Act, Conn. Gen. Stat. §10-151, shall operate to terminate this Agreement.*

2. *This Contract shall terminate if the Board eliminates the position of Chief Academic Officer, on the effective date of such termination"*

118. – 154. It is admitted that during the period in question the Board continued to investigate and find ways in which to improve the educational experience of the children of the School District. This on-going quest included the consideration and contemplation of developing and implementing different organizational structures and frameworks from which to best meet the education needs of the District. As to the particular communications and messages referred to by the Plaintiff, the Defendants shall conduct an examination and investigation into their records and request responses to detailed discovery inquiries and records production requests that will allow the Defendants to more particularly and accurately respond to the Plaintiff's assertions.

155. – 178. It is admitted that in April 2021 Estrella recommended to the Board of Education that the administrative positions of the Central Office be reorganized. The Plaintiff was informed that this recommended reorganization included the elimination of the Plaintiff's Chief Academic Officer position. The Plaintiff was officially informed of this by way of a letter addressed to her dated April 12, 2021. Further, in said letter, the Plaintiff was informed that when the reorganization was finalized, she was welcome to apply for any vacant position for which she was qualified.

179. As to the particular allegations here, the Defendants shall conduct an examination and investigation into their records and request responses to detailed discovery inquiries and records production requests that will allow the Defendants to more particularly and accurately respond to the Plaintiff's assertions. However, in the April 12, 2021 letter it was specifically stated that the notice of termination of her employment

was “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”.

180. Denied. It is the Defendants’ position that the CAO position was being eliminated.

181. Admitted.

182. The Defendants lack sufficient information and knowledge to formulate a response and leave the Plaintiff to her proof.

183. It is admitted that this letter, dated April 12, 2021, was received and signed for by the Plaintiff on April 16, 2021.

184. The terms of the contract speak for themselves.

185. Denied. The language of the Contract is clear and was accepted and signed by Plaintiff.

186. The terms of the contract speak for themselves

187. Denied.

188. The terms of the contract speak for themselves

189. It is admitted that such a request was made on or about April 23, 2021.

190. It is admitted that such request was denied on April 26, 2021 in that the Plaintiff was not entitled to such a hearing pursuant to the clear terms of the employment contract.

191.-197. The Defendants lack sufficient information and knowledge to formulate a belief as to the allegations made by the Plaintiff and leave her to her proof.

V. Count One: Breach of Contract (v. NPS)

198. The Defendants hereby restate and incorporate in full their responses to Paragraphs 1 through 197 of the Plaintiff's complaint set forth above.

199. This is a legal conclusion and is neither admitted nor denied.

200. Denied.

201. Denied.

202. Denied.

203. Denied.

204. Denied.

205. Denied.

206. Denied.

207. Denied.

VI. Count Two: Fraudulent Misrepresentation/ Inducement (v. NPS)

208. The Defendants hereby restate and incorporate in full their responses to Paragraphs 1 through 207 of the Plaintiff's complaint set forth above.

209. – 219. Denied.

VII. Count Three: Breach of Implied Covenant of Good Faith (v. NPS)

220. The Defendants hereby restate and incorporate in full their responses to Paragraphs 1 through 219. of the Plaintiff's complaint set forth above.

221. – 227. Denied.

IX. (sic) Count Four: Deprivation of Property Interests (v. both Defendants)

228. The Defendants hereby restate and incorporate in full their responses to Paragraphs 1 through 227 of the Plaintiff's complaint set forth above.

229. – 233. Denied.

BY WAY OF AFFIRMATIVE DEFENSES

First Affirmative Defense as to All Counts

1. Failure to state a claim upon which relief can be granted.

First Affirmative Defense as to Count Four

The individual defendant is entitled to qualified immunity.

JURY TRIAL DEMAND

The Defendants demand a trial by jury on all claims.

THE DEFENDANTS

By: /s/ Ryan P. Driscoll
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CERTIFICATION

I hereby certify that on December 16, 2021, a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing. Parties may access this filing through the Court's CM/ECF system.

/s/Ryan P. Driscoll
Ryan P. Driscoll