SUMMONS - CIVIL

JD-CV-1 Rev. 4-16
C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a, 52-48, 52-259, P.B. §§ 3-1 through 3-21, 8-1, 10-13

STATE OF CONNECTICUT
SUPERIOR COURT
www.jud.ct.gov

See other side for instructions

☐ "X" if amount, legal interest or property in demand, not including interest and costs is less than $2,500.
☒ "X" if amount, legal interest or property in demand, not including interest and costs is $2,500 or more.
☒ "X" if claiming other relief in addition to or in lieu of money or damages.

TO: Any proper officer; BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

Address of court clerk where writ and other papers shall be filed *(Number, street, town and zip code)* *(C.G.S. §§ 51-346, 51-350)*	Telephone number of clerk *(with area code)*	**Return Date** *(Must be a Tuesday)*
50 Field Street, Torrington 06790	**(860)626-2100**	**January** (Month) **9** (Day), **2 017** (Year)

☒ Judicial District ☐ Housing Session ☐ G.A. Number:	At *(Town in which writ is returnable) (C.G.S. §§ 51-346, 51-349)* **Litchfield**	Case type code *(See list on page 2)* Major: **90** Minor:

For the Plaintiff(s) please enter the appearance of:

Name and address of attorney, law firm or plaintiff if self-represented *(Number, street, town and zip code)*	Juris number *(to be entered by attorney only)*
Feinstein Education Law Group, LLC 945 Main Street, Suite 304, Manchester, CT 06040	**437004**

Telephone number *(with area code)*	Signature of Plaintiff *(If self-represented)*
(860) 969-0700	

The attorney or law firm appearing for the plaintiff, or the plaintiff if self-represented, agrees to accept papers (service) electronically in this case under Section 10-13 of the Connecticut Practice Book.	☒ Yes ☐ No	Email address for delivery of papers under Section 10-13 *(if agreed to)* **rpadykula@edlawct.com**

Number of Plaintiffs: **1** | Number of Defendants: **2** | ☐ Form JD-CV-2 attached for additional parties

Parties	Name *(Last, First, Middle Initial)* and Address of Each party *(Number; Street; P.O. Box; Town; State; Zip; Country, if not USA)*	
First Plaintiff	Name: **Valerie Bruneau** Address: **238 Peck Ave., West Haven, CT 06516**	P-01
Additional Plaintiff	Name: Address:	P-02
First Defendant	Name: **Torrington Board of Education, et al** Address: **355 Migeon Ave., Torrington CT 06790**	D-01
Additional Defendant	Name: **Superintendent of Schools Denise Clemons** Address: **355 Migeon Ave., Torrington CT 06790**	D-02
Additional Defendant	Name: Address:	D-03
Additional Defendant	Name: Address:	D-04

Notice to Each Defendant

1. **YOU ARE BEING SUED**. This paper is a Summons in a lawsuit. The complaint attached to these papers states the claims that each plaintiff is making against you in this lawsuit.
2. To be notified of further proceedings, you or your attorney must file a form called an "Appearance" with the clerk of the above-named Court at the above Court address on or before the second day after the above Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to come to court.
3. If you or your attorney do not file a written "Appearance" form on time, a judgment may be entered against you by default. The "Appearance" form may be obtained at the Court address above or at *www.jud.ct.gov* under "Court Forms."
4. If you believe that you have insurance that may cover the claim that is being made against you in this lawsuit, you should immediately contact your insurance representative. Other action you may have to take is described in the Connecticut Practice Book which may be found in a superior court law library or on-line at *www.jud.ct.gov* under "Court Rules."
5. If you have questions about the Summons and Complaint, you should talk to an attorney quickly. **The Clerk of Court is not allowed to give advice on legal questions.**

Signed *(Sign and "X" proper box)*	☒ Commissioner of the Superior Court ☐ Assistant Clerk	Name of Person Signing at Left **Richard J. Padykula**	Date signed **12-15-17**

If this Summons is signed by a Clerk:
a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts.
b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law.
c. The Clerk is not permitted to give any legal advice in connection with any lawsuit.
d. The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service of the Summons or Complaint.

For Court Use Only
File Date

I certify I have read and understand the above:	Signed *(Self-Represented Plaintiff)*	Date	Docket Number

Instructions

1. *Type or print legibly; sign summons.*
2. *Prepare or photocopy a summons for each defendant.*
3. *Attach the original summons to the original complaint, and attach a copy of the summons to each copy of the complaint. Also, if there are more than 2 plaintiffs or more than 4 defendants prepare form JD-CV-2 and attach it to the original and all copies of the complaint.*
4. *After service has been made by a proper officer, file original papers and officer's return with the clerk of court.*
5. *Do not use this form for the following actions:*
   - *(a) Family matters (for example divorce, child support, custody, paternity, and visitation matters)*
   - *(b) Summary Process actions*
   - *(c) Applications for change of name*
   - *(d) Probate appeals*
   - *(e) Administrative appeals*
   - *(f) Proceedings pertaining to arbitration*
   - *(g) Any actions or proceedings in which an attachment, garnishment or replevy is sought*
   - *(h) Entry and Detainer proceedings*
   - *(i) Housing Code Enforcement actions*

ADA NOTICE

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at *www.jud.ct.gov/ADA.*

Case Type Codes

Major Description	Codes Major/ Minor	Minor Description
Contracts	C 00	Construction - All other
	C 10	Construction - State and Local
	C 20	Insurance Policy
	C 30	Specific Performance
	C 40	Collections
	C 90	All other
Eminent Domain	E 00	State Highway Condemnation
	E 10	Redevelopment Condemnation
	E 20	Other State or Municipal Agencies
	E 30	Public Utilities & Gas Transmission Companies
	E 90	All other
Miscellaneous	M 00	Injunction
	M 10	Receivership
	M 20	Mandamus
	M 30	Habeas Corpus (extradition, release from Penal Institution)
	M 40	Arbitration
	M 50	Declaratory Judgment
	M 63	Bar Discipline
	M 66	Department of Labor Unemployment Compensation Enforcement
	M 68	Bar Discipline - Inactive Status
	M 70	Municipal Ordinance and Regulation Enforcement
	M 80	Foreign Civil Judgments - C.G.S. 52-604 & C.G.S. 50a-30
	M 83	Small Claims Transfer to Regular Docket
	M 84	Foreign Protective Order
	M 90	All other
Housing	H 10	Housing - Return of Security Deposit
	H 12	Housing - Rent and/or Damages
	H 40	Housing - Audita Querela/Injunction
	H 50	Housing - Administrative Appeal
	H 60	Housing - Municipal Enforcement
	H 90	Housing - All Other

Major Description	Codes Major/ Minor	Minor Description
Property	P 00	Foreclosure
	P 10	Partition
	P 20	Quiet Title/Discharge of Mortgage or Lien
	P 30	Asset Forfeiture
	P 90	All other
Torts (Other than Vehicular)	T 02	Defective Premises - Private - Snow or Ice
	T 03	Defective Premises - Private - Other
	T 11	Defective Premises - Public - Snow or Ice
	T 12	Defective Premises - Public - Other
	T 20	Products Liability - Other than Vehicular
	T 28	Malpractice - Medical
	T 29	Malpractice - Legal
	T 30	Malpractice - All other
	T 40	Assault and Battery
	T 50	Defamation
	T 61	Animals - Dog
	T 69	Animals - Other
	T 70	False Arrest
	T 71	Fire Damage
	T 90	All other
Vehicular Torts	V 01	Motor Vehicles* - Driver and/or Passenger(s) vs. Driver(s)
	V 04	Motor Vehicles* - Pedestrian vs. Driver
	V 05	Motor Vehicles* - Property Damage only
	V 06	Motor Vehicle* - Products Liability Including Warranty
	V 09	Motor Vehicle* - All other
	V 10	Boats
	V 20	Airplanes
	V 30	Railroads
	V 40	Snowmobiles
	V 90	All other
		*Motor Vehicles include cars, trucks, motorcycles, and motor scooters.
Wills, Estates and Trusts	W 10	Construction of Wills and Trusts
	W 90	All other

RETURN DATE: JANUARY 9, 2018

VALERIE BRUNEAU	:	
Plaintiff,	:	
v.	:	**JUDICIAL DISTRICT OF LITCHFIELD**
TORRINGTON BOARD OF EDUCATION AND DENISE L. CLEMONS (in her official capacity)	:	**DECEMBER 19, 2017**
Defendants.	:	

COMPLAINT

1. The plaintiff brings this action to redress the Defendants' illegal retaliation and termination of her employment for reporting to a public body, the illegal conduct, abuses of authority, unethical conduct, and mismanagement by Defendants in violation of Connecticut General Statutes § 31-51m. Plaintiff also brings this action to redress Defendants' unlawful retaliation under Title II & V of the Americans with Disabilities Act ("ADA") 42 U.S.C. §§ 12131-12134 *et seq.* & 12203 *et seq.* and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794(a), in retaliation of Plaintiff's lawful and protected activity regarding her advocacy on behalf of students with disabilities in the Torrington School District (hereinafter "District"). As will be shown throughout this Complaint, Defendants engaged in a purposeful and systemic pattern of discrimination and neglect against special education students at the Torrington Middle School. That pattern of discrimination and neglect compromised the education and safety of Torrington's most vulnerable students.

2. Plaintiff, Valerie Bruneau, is a resident of West Haven, Connecticut.

3. Defendant, Torrington Board of Education, is a public entity school district within the town of Torrington in state of Connecticut receiving state and federal funds.

4. Defendant, Denise L. Clemons, is the Superintendent of Schools for the Torrington School District.

5. On or about May 17, 2017, Plaintiff was hired by Defendant District and Defendant Clemons to become the new principal of the Torrington Middle School ("Middle School"). Pursuant to the collective bargaining agreement ("CBA") between Torrington Public School Administrator's Association ("Union") and the District, Plaintiff would not be afforded full collective bargaining rights under the agreement until after a 90-day vesting period.

6. At all relevant times during Plaintiff's tenure with the District, the Assistant Superintendent of Schools was Susan Lubomski; the Director of Student Services was Le'Tanya Lawrence; and the Human Resources Representative was Lisa Shimels

7. On or about July 1, 2017, Plaintiff began her duties as at the Principal of the Torrington Middle School.

8. As soon as Plaintiff assumed her duties, she began to uncover administrative mismanagement by the Torrington School District ("District") regarding the District's implementation of Individualized Education Programs ("IEP") and Section 504 accommodation plans for disabled students in the District—specifically the Middle School.

9. An IEP is a statutorily mandated agreement, authorized by the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 *et seq*. ("IDEA") and Connecticut General Statutes §§ 10-76a *et seq*., between the parents of a student with a disability and

the school district ensuring that the child receive needed special education services to access to a free and appropriate public education.

10. IEPs mandate and provide specific and individualized services for students with various disabilities in order for those students to meet their unique educational needs. Each IEP provides specific criteria that the District must adhere to for the District to be in compliance with federal and state law.

11. A Section 504 accommodation plan ("504 Plan") is a statutorily mandated agreement authorized by Section 504 of the Rehabilitation Act of 1973 § 29 U.S.C. § 794(a), between the parents of a student with a disability and the school district to provide and implement accommodations for the student to access his or her educational services or educational needs.

12. Between July and August of 2017, Plaintiff met with Clemons, Lubomski, and Lawrence on numerous occasions to discuss Plaintiff's concerns regarding the District's implementation of special education services at the Middle School.

13. For example, Plaintiff reported to Lubomski, Clemons, and Lawrence, on separate occasions that the schedules for special education students at the Middle School were out of compliance for the upcoming year and that the schedules for the 2017 -2018 school year were coordinated with 2016-2017 schedules, thus outdated and not in compliance with the students' IEPs.

14. Plaintiff also reported to Shimels, Clemons, and Lawrence that the Middle School was not being provided with the necessary staff resources from the District to comply fully with some of the students' IEPs, thus, placing the District out of compliance

with federal and state law. Plaintiff reported that non-compliance weekly—and at times daily—to the aforementioned District administrators.

15. Some of the students who received special education services at the Middle School had IEPs that required that the student be provided with a paraprofessional who would assist the student at all times throughout the day.

16. The ratio, or allocation, of paraprofessional services for each student was dependent on each student's IEP. For example, some students' IEPs mandated a 1:1 ratio, meaning one paraprofessional was responsible for one student throughout the entire school day. Other students, for example, had IEPs that required 2:1 paraprofessional ratios, meaning that one paraprofessional was responsible to assist two students throughout the entire school day.

17. Paraprofessionals are a vital resource for many special education students because they provide fundamental services that not only assist students to access educational resources but also provide services that maintain the students physical and emotional safety during school hours.

18. In August of 2017, Plaintiff also reported to Clemons and Lawrence that, in her opinion, certain Learning Resource Center ("LRC")[1] classes were not in compliance with the principle of placing special education students in the least restrictive environment as mandated by the IDEA. Specifically, Plaintiff reported to Clemons and Lawrence that the *40 sections of scheduled special education LRC classes segregated those students from their non-disable peers*, thus, placing the District out of compliance with federal and state law.

---

[1]An "LRC" classroom is a self-contained classroom that is restricted solely to special education students and not inclusive of typical or regular education students.

19. Subsequent to those reports, Plaintiff was told to be "patient" by Lawrence. During that conversation, Lawrence also admitted that the District's administration of special education services was a "mess."

20. Plaintiff would also frequently report to Lawrence and Clemons verbally that the District failed to provide sufficient resources to the Middle School to place special education teachers in co-taught classrooms that included special education students. Plaintiff told Lawrence and Clemons that the IEPs of the students receiving special education services in co-taught classrooms mandated that those classrooms be staffed with special education teachers.

21. On or about August 31, 2017, Plaintiff contacted Director of Student Services Lawrence and requested additional paraprofessionals for three incoming students who required paraprofessionals under their respective IEPs; after Plaintiff realized that the Middle School was understaffed to support compliance with students IEPs. The paraprofessionals who were previously assigned to those particular students all transferred to different schools leaving the students without paraprofessional support at the Middle School.

22. On or about September 1, 2017, Lisa Shimels notified Plaintiff that the Middle School had 21 paraprofessionals and only one vacancy assigned to the building, despite the needs of the incoming students. Lawrence was cc'd on that email. That correspondence confirmed that Lawrence was aware of Plaintiff's request from the previous day for additional staffing to meet the IEPs of special education students.

23. Regardless of Plaintiff's concerns and her reporting, Lawrence refused to

provide the necessary paraprofessionals requested by Plaintiff to cover the three incoming sixth graders whose paraprofessionals were not transferring with the students to the Middle School, thus, maintaining the District's failure to legally comply with the students' IEPs.

24. As soon as classes for the 2017-2018 school year began, teachers at the Middle School began reporting to Plaintiff that other students were also not receiving certain special educations services needed to comply with *their* IEPs. Plaintiff relayed the information to Lawrence and Clemons.

25. On the first day of school, September 5, 2017, Plaintiff again reported to to Director of Student Services, Lawrence and Superintendent Clemons that *at least three* IEPs were not in compliance. Plaintiff reiterated the lack of staffing to Lawrence; specifically the names of students who did not have paraprofessionals assigned to them at the Middle School whose IEPs guaranteed that service under the law.

26. On or about September 6, 2017, Plaintiff was again informed that the same three students were still without the paraprofessional support services guaranteed in their IEPs. She reported that noncompliance to Lawrence again and repeated her request for assistance from the District.

27. Plaintiff repeatedly reported the District's non-compliance to Lawrence while simultaneously requesting that the District hire or transfer the requisite number of paraprofessionals for the Middle School to meet the needs of special education students—Lawrence refused.

28. Plaintiff was precluded from hiring or transferring staff because Lawrence informed her explicitly that she did not possess the authority, as Middle School Principal, to hire additional paraprofessionals or call-in substitute paraprofessionals. Clemons and

Lawrence told plaintiff, it was Lawrence's responsibility to hire additional paraprofessionals.

29. On September 6, 2017, Lawrence emailed Shimels asking her for the names of the paraprofessionals assigned throughout the District. In that email, Lawrence admitted to being aware that students who were assigned 1:1 paraprofessionals at the Middle School were not being provided those services. Superintendent Clemons was cc'd on that email, thus also aware of the District's failure to provide necessary services to the District's most vulnerable students.

30. Despite Plaintiff's reporting to Lawrence that the District was not in compliance with students' IEPs as a result District's discriminatory mismanagement of staffing issues—and her requests for additional paraprofessional support to provide those required services to comply with students' IEPs—Plaintiff received an email from Superintendent Clemons, on September 6, 2017, stating that the Middle School's staffing concerns would not be addressed for at least another week.

31. On September 7, 2017, Clemons called Plaintiff and Lawrence. Plaintiff was directed by Clemons and Lawrence to remove two bilingual paraprofessionals from their assigned bilingual students and use them as "floaters" to try and patch the ongoing lack of compliance that the Middle School continued to have pursuant to the District's refusal to staff appropriately.

32. Plaintiff reported her concern verbally to Clemons and Lawrence. She also expressed concern regarding the legality of that directive because she believed that removing bilingual paraprofessionals from bilingual students would violate those students' IEPs, thus, further perpetuating the District's lack of compliance. Upon that reporting,

Plaintiff expressed further concern to Clemons and Lawrence about the removal of the bilingual paraprofessionals from their assigned students. Plaintiff inquired whether those positions, which she understood to be grant-funded, mandated that the services of those bilingual paraprofessionals be provided to bilingual students. Plaintiff opined that removing those bilingual paraprofessionals from bilingual special education students would result in further illegal conduct by the District.

33. After Plaintiff reported her concern regarding the legality of that directive to Lawrence and Clemons, Lawrence ordered Plaintiff to follow the order stating, "*this is a directive Valerie, just do it.*"

34. During that same conversation, Plaintiff informed Lawrence that even if she were to utilize the bilingual paraprofessionals as floating substitutes—as ordered by Lawrence—the Middle School would still be short two paraprofessionals to comply with all the special education students' IEPs.

35. On September 11, 2017, Plaintiff was notified that a student at the Middle School who required a 2:1 paraprofessional, under the mandate of his/her IEP, was still without one.

36. On September 12, 2017, Clemons emailed Plaintiff and ordered her to "just move paras [sic] around to address the 1:1s (in Life Skills). We will post for things once we see."

37. Plaintiff responded verbally to Clemons that following her directive would maintain the District's failure to comply with students' IEPs, because moving a paraprofessional from the classroom would leave other disabled students unsupported, and that each student's IEP mandated for a paraprofessional to be present in the classroom.

Plaintiff expressed further concern to Clemons that there were still three Middle School students who were in need of a 1:1 paraprofessional.

38. On or about September 1, 2017, Plaintiff had a conference call with Lawrence and Clemons to discuss Plaintiff's reporting of the District's ongoing noncompliance and her request for additional paraprofessional services at the Middle School. Clemons and Lawrence denied the request for a paraprofessional for one of the students. Lawrence stated that the need for a paraprofessional was only a recommendation in the student's IEP. Lawrence directed to Plaintiff that and since the service for the paraprofessional was "not specified in the service hours box on page 11, *then it is not a mandated service. That everything in an IEP is merely a recommendation* and not a mandate unless specified in that service hours box on page 11."

39. Lawrence's statements and directives were completely contradictory to State and Federal educational law.

40. Despite her continuous reporting to Clemons and Lawrence—regarding the District's mismanagement, illegal practices, and its failure to provide special education services to disabled students—nothing changed.

41. On September 15, 2017, Plaintiff received another request from a Middle School teacher, Sue Diaferio, to provide paraprofessional support in the Middle School's Life Skills Program. Plaintiff again informed Lawrence of this situation and requested that a paraprofessional position be posted to fill the need for the student(s) needs pursuant to their IEPs. Plaintiff explained, again, that the students' IEPs mandated that they receive paraprofessional services.

42. Lawrence again refused that request. Lawrence reiterated to Plaintiff that

the need for paraprofessional services, for the students for whom Plaintiff was advocating, were merely "*recommendations*" under the students' IEPs and, furthermore, there was other supports in the classroom to augment the need for the paraprofessionals. Lawrence dismissed Plaintiff's reporting and concerns stating emphatically she was not going to comply and "we are good." Lawrence ended that conversation by telling Plaintiff that it was her (Lawrence) alone who would decide whether the District "gives a para [sic] or not."[2]

43. On September 18, 2017, Plaintiff was contacted by the parents of a Middle School student who stated that they were made aware of the District's failure to provide a paraprofessional to their child, as mandated in his/her IEP, and that their child would not attend school until the District provided the required paraprofessional.

44. Plaintiff immediately reported the situation to Lawrence and requested a paraprofessional for the student not attending school. Lawrence again refused to provide the necessary support to comply legally with the special education services mandated by the student's IEP.

45. During that September 18, 2017 conversation, Lawrence attempted to shift responsibility to Plaintiff, stating that the situation was a "building scheduling issue" and stated further that either a building administrator or a guidance counselor could serve as a paraprofessional and oversee the student during transition periods during the school day. Plaintiff rejected Lawrence's proposal verbally because it was not what was required of the student's IEP and, moreover, would not solve the overall issue of not having enough paraprofessionals to meet the demands of students' IEPs at the Middle School. Plaintiff

---

[2]"Para" is a term widely recognized in school environments as an alternative way to refer to a paraprofessional.

also reminded Lawrence that she [Plaintiff] had been informed clearly that there would be no interruption in paraprofessional services for the incoming sixth grade students whose IEPs guaranteed those special education services.

45. On or about September 25, 2017, Lawrence issued a directive to Plaintiff to address the family who was not sending their child to school until the District provided the student with a paraprofessional and was in compliance with the IEP. Plaintiff reminded Lawrence, again, that the Middle School only had 22 paraprofessionals on staff and that she needed 25 to meet the requirements of the students' IEPs. Plaintiff reiterated to Lawrence that if any paraprofessional in her building was reassigned to accommodate the student not attending school, the District would be faced with further issues of noncompliance with IEPs in the building, thus compounding the District's illegal discrimination and neglect.

46. Despite, Plaintiff's explanation of the mismanagement and illegality of Lawrence's proposal—Lawrence ordered Plaintiff to "pull a regular para [sic]" from one student to accommodate another. Plaintiff expressed concern and reported that following that directive created a "shell game" and left special education students absent of resources that they were entitled to under the law as well as exposing the District to further non compliance.

47. Lawrence stated she would post a paraprofessional position for only one student at the Middle School, who was medically fragile. However, in the interim Lawrence ordered Plaintiff to take a paraprofessional from the Middle School Life Skills Program and utilize that person for the student not attending school.

48. Plaintiff again expressed concern with those instructions because the

directive did not alleviate the lack of vital special education services for other students who needed them. Plaintiff asked Lawrence specifically if the order was a directive from Superintendent Clemons. Lawrence stated affirmatively that Clemons supported her directive.

49. On or about September 21, 2017, the parents of the student, who was not attending school until the student was provided a paraprofessional, requested an emergency Planning and Placement Team Meeting ("PPT") to address the District's failure to provide their student with the mandated paraprofessional service guaranteed in the student's IEP.

49. Under Connecticut regulations a PPT is the individualized education program team as defined in the IDEA who participate equally in the decision making process to determine the specific educational needs of a child with a disability and develop an individualized education program for the child.

50. Plaintiff was directed (by Lawrence) to set up a PPT meeting with the parents. However, Lawrence told Plaintiff she (Lawrence) would not attend that meeting. Plaintiff complied with that order and set up the PPT.

51. In response to the aforementioned PPT notice, articulated in ¶ 50 of this complaint, the parents inquired whether Lawrence would be attending the meeting. Plaintiff responded that Lawrence would not be attending the meeting.

52. Thereafter, the Parents of the student informed Plaintiff that they would not attend the PPT without legal representation.

53. Later, on September 21, 2017, Plaintiff sought out Superintendent Clemons to seek instruction and guidance on how to proceed with the upcoming PPT meeting. Plaintiff explained to Clemons that the parents were distraught that their student's IEP was

not being followed, that the noncompliance posed a serious safety issue, and that the parents were now refusing to attend a PPT without legal representation. Plaintiff also explained to Clemons that Lawrence's decision not to provide the student with the requisite services was, in Plaintiff's opinion, a violation of the student's IEP.

54. Plaintiff then asked Clemons directly, "what do you expect me to do?" Clemons responded, "*well, if they won't send their kid to school call DCF on them.*"[3] Clemons also instructed Plaintiff to call the student's principal from the previous elementary school to gather more information regarding the need for a paraprofessional—despite the clear language in the student's IEP requiring that service.

55. Subsequent to the Plaintiff's conversations with Lawrence and Clemons regarding the District's non-compliance to provide special education services to the student not attending school, Plaintiff received a text message at or around 1700 hours from Lawrence informing her that Clemons wanted to speak with her. When Plaintiff responded, Lawrence texted in return "never mind."

56. It is on information and belief that during Plaintiff's communication with Lawrence at 1700 hours, the parents of the student not attending school, emailed Clemons asserting that Lawrence's refusal to attend the PPT was a further violation of their legal rights and that from that point forward their attorney should be the point of contact regarding the District's noncompliance.

57. Later that evening on September 21, 2017, Clemons called Plaintiff on her

---

[3]DCF is an acronym for the Department of Children Family Services in Connecticut.

cell phone. Clemons sounded upset. She asked Plaintiff why the parents of the student not attending school believed that the non-compliance with the student's IEP was a "District thing."

58. Plaintiff informed Clemons that she did not discuss the District's failure to provide the necessary services to the student with the parents. However, Plaintiff told Clemons that she had discussed that particular student with his previous principal, Kelly Galluga, as instructed by Clemons. Plaintiff told Clemons that Galluga informed her that although the student's IEP called for a 2:1 paraprofessional, the student had required 1:1 services in the past. Plaintiff also told Clemons that Galluga stated that the parents were well versed regarding their student's special education rights under federal and state law.

59. The next day, September 22, 2017, Plaintiff was summoned to the administrative office at the Middle School for a meeting. Present for the meeting was Clemons, Lawrence, and Maryann Buchanan (Union representative).

60. Notwithstanding Plaintiff's ongoing communications with Clemons and Lawrence concerning the District's failure to support the Middle School's students' who receive special education services, Clemons began the meeting speciously by asking Plaintiff to explain why a student was not receiving the services mandated in the student's IEP and the student's parents were therefore not sending the student to school. Plaintiff reminded Clemons that she sought guidance from her and the District's administration regarding the student but received none. Clemons appeared upset because the family had contacted her regarding the District's non-compliance.

61. Clemons then contradicted her previous statements and stated that it was

Plaintiff's responsibility to assign paraprofessionals to students based on the students' IEPs. Clemons statement was duplicitous, however. She understood completely that Plaintiff did not possess the authority to hire or transfer additional paraprofessionals into the Middle School—Plaintiff could only assign staff already provided to the Middle School by either Clemons or Lawrence.

62. Plaintiff responded to Clemons that she understood her professional responsibilities but reminded Clemons that it was the District that failed to provide her and the Middle School students with the required number of paraprofessionals stating, "Denise, I have been voicing that I don't have enough bodies to service the kids." Thereafter, Plaintiff reminded Clemons of the ongoing communications that she had with Clemons, Lawrence, and Shimels, from the onset of the 2017-2018 school year addressing the District's non-compliance and the need for additional paraprofessional support at the Middle School.

63. Plaintiff then reminded Clemons of their conversation from the previous day concerning the student and Clemons's instructions to call the student's previous principal. Plaintiff reminded Clemons that she communicated to the parents the plan to bring the student back to school that had been constructed by Lawrence and Clemons but the parents rejected that proposal. Plaintiff also reminded Clemons that the parents had requested a meeting but Lawrence refused to attend. Plaintiff repeated to Clemons that she requested an additional paraprofessionals to service the student from Lawrence as soon as she became aware that there were not enough paraprofessionals assigned to her building. She then reminded Clemons, again, that Lawrence refused that request because, in her opinion, the student's IEP did not mandate paraprofessional services.

64. After Plaintiff was finished expressing her concerns, Clemons told her that the family of the student was contemplating legal action against Torrington and that potential litigation would likely be at a significant cost to Torrington. Clemons then terminated Plaintiff's employment as principal of the Middle School.

65. Clemons stated that Plaintiff had only been employed for 84 days; thus, she [Clemons] did not need a reason to terminate Plaintiff's employment.

66. Plaintiff requested that Clemons reconsider her decision. Clemons reiterated the potential impact of a lawsuit initiated against the District and stated, "I don't reconsider. You are terminated. I will walk you out and I want your phone, computer and keys at this time."

67. On or about September 28, 2017, Plaintiff, through her legal counsel, requested a hearing to address her termination in an effort to exhaust her admistrative remedies.

68. Defendant District denied Plaintiff's request for any type of hearing. Defendant District stated that any substantive rights under the collective bargaining agreement, or admistrative remedies, failed to vest because she had only been in the position for 84 days, thus, Plaintiff was not entitled to an appeal or review of her termination.

69. On October 27, 2017, Plaintiff through her attorneys, delivered notice to the Defendants that Plaintiff intended to file suit and also instructed Defendants and its agents to preserve all relevant evidence.

70. On December 14, 2017, Plaintiff through her attorneys, supplemented her notice of suit by serving another notice on the Torrington Town Clerk under General Statutes § 7-465.

COUNT ONE – Violation of General Statutes § 31-51m (as to Defendant Torrington Board of Education and Defendant Denise Clemons in her official capacity).

71. Paragraphs 1-70 are incorporated herein as if fully pled.

72. On multiple occasions identified herein, Plaintiff engaged in statutorily protected activity under § 31-51m and reported incidents of Defendants' unethical practices, mismanagement, illegal conduct and abuses of authority internally, to a public body as defined in General Statutes § 1-200, regarding Defendant District's refusal and failure to implement mandated special education services to students at the Torrington Middle School.

73. As a result of the plaintiff's aforementioned reporting, Defendants as well as agents of Defendant District, engaged in a practice of retaliation against Plaintiff that resulted directly in her being otherwise penalized and discharged by the Defendants on September 22, 2017.

74. Defendants conduct and retaliation violated General Statutes § 31-51m.

75. Subsequent to her termination, Plaintiff attempted to exhaust her administrative remedies but was refused by Defendants.

76. As a result of Defendant's conduct, Plaintiff suffered a loss of full time employment, a loss of employment benefits, and has been forced to incur attorney fees and costs.

COUNT TWO – Violation and Illegal Retaliation Under Title II of the American With Disabilities Act, 42 U.S.C. §§ 12131-12134 *et seq.* (as to Defendant Torrington Board of Education and Defendant Denise Clemons in her official capacity).

77. Paragraphs 1-76 are incorporated into Count Three as if pled fully.

78. Defendant District is a public entity that receives state and federal funding.

79. Students at the Torrington Middle School who have Individualized Education Programs and/or Section 504 Accommodation Plans are students with disabilities, thus, qualified individuals under 42 U.S.C. § 12132 *et seq.*

80. At all relevant times articulated herein, Defendants unlawfully discriminated against Torrington Middle School students with disabilities by failing to comply with the services mandated in the students' IEPs, thus, denying those students benefits and service programs guaranteed under the Individuals with Disabilities Education Act.

81. Plaintiff reported Defendants discriminatory activities and unlawful practices to high-level District administrators (Clemons and Lawrence). Plaintiff opposed Defendants' conduct by virtue of her reporting, and her consistent advocacy that students with disabilities receive the services guaranteed to them under the law. Throughout her tenure, Plaintiff engaged in this protected activity and requested from Lawrence and Clemons that the District comply with students' IEPs by providing the necessary services mandated in their IEPs.

82. In direct response to Plaintiff's reporting, and her advocacy on behalf of the District's most vulnerable students to access their rights guaranteed under Title II of the Americans with Disabilities Act: 42 U.S.C. §§ 12131-12132 *et seq.*; the Rehabilitation Act of 1973 § 504, 29 U.S.C. § 794; and the Individuals with Disabilities Education Act, 20

U.S.C. § 1400 *et seq.*, Defendants coerced, intimidated, and interfered with Plaintiff's employment, resulting ultimately in Defendants terminating Plaintiff's employment.

83. As a direct result of Defendants unlawful retaliation, Plaintiff has suffered loss of her employment and employment benefits, suffered compensatory damages and punitive damages, suffered emotional distress and was forced to incur attorney fees and costs.

COUNT THREE -- Violation and illegal retaliation of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794(a) (as to Defendant Torrington Board of Education and Defendant Denise Clemons in her official capacity).

84. Paragraphs 1-83 are incorporated into Count Two as if pled fully.

85. At all relevant times during her employment, Plaintiff engaged in statutorily protected activity by advocating that students who received special education services under the IDEA and § 504, to Defendants District and District agents within the Torrington Middle School, were systemically being denied special educational services guaranteed to them under federal and state law.

86. Plaintiff requested to Clemons and Lawrence repeatedly that Defendants provide the Middle School with sufficient resources and staffing to have certain students' special education rights lawfully implemented under the students' IEPs. Defendants were aware of this reporting and advocacy.

87. At all relevant times during her employment, Plaintiff would frequently report to Defendants—and Defendants were aware—of the District's noncompliance with federal and state law pursuant to the District's refusal and/or failure to provide the mandated services required in disabled students' IEPs.

88. In direct response to Plaintiff engaging in the aforementioned protected activity of

advocating on behalf of students with disabilities, reporting the District's lack of compliance, and reporting the inadequate educational services being provided by Defendants, Plaintiff was terminated from her position as the Principal of the Torrington Middle School.

89. Defendant's termination of Plaintiff's employment was retaliation against Plaintiff for her engaging in the aforementioned protected activity and in violation of 29 U.S.C. § 794(a).

90. As a direct result of Defendants' retaliation, Plaintiff has suffered a loss of her employment and employment benefits, suffered compensatory damages and punitive damages, suffered emotional distress, and was forced to incur attorney fees and costs.

COUNT FOUR - Violation and Illegal Retaliation Under Title V of the American With Disabilities Act, 42 U.S.C. § 12203 *et seq.* (as to Defendant Torrington Board of Education and Defendant Denise Clemons in her official capacity).

91. Paragraphs 1-82 are incorporated into Count Four as if pled fully.

92. Defendant District is a public entity that receives state and federal funding.

93. Students at the Torrington Middle School who have Individualized Education Programs and/or Section 504 Accommodation Plans are students with disabilities, thus, qualified individuals.

94. At all relevant times articulated herein, Defendants unlawfully discriminated against Torrington Middle School students with disabilities by failing to comply with the services mandated in the students' IEPs, thus, denying those students benefits and service programs guaranteed under the Individuals with Disabilities Education Act.

95. Plaintiff reported Defendants discriminatory activities and unlawful practices to high-level District administrators (Clemons and Lawrence). Plaintiff opposed Defendants' conduct by virtue of her reporting, and her consistent advocacy that students with disabilities receive the services guaranteed to them under the law. Throughout her tenure, Plaintiff engaged in this protected activity and requested from Lawrence and Clemons that the District comply with students' IEPs by providing the necessary services mandated in their IEPs.

96. In direct response to Plaintiff's reporting, and her advocacy on behalf of the District's most vulnerable students to access their rights guaranteed under Title II of the Americans with Disabilities Act: 42 U.S.C. §§ 12131-12132 *et seq.*; the Rehabilitation Act of 1973 § 504, 29 U.S.C. § 794; and the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 *et seq.*, Defendants coerced, intimidated, and interfered with Plaintiff's employment, resulting ultimately in Defendants terminating Plaintiff's employment.

97. As a result of Defendants unlawful retaliation, Plaintiff has suffered loss of her employment and employment benefits, suffered compensatory damages and punitive damages, suffered emotional distress and was forced to incur attorney fees and costs.

Plaintiff requests trial by jury

THE PLAINTIFF,
By her attorneys:

Feinstein Educational Law Group
Richard J. Padykula
Andrew Feinstein
945 Main St. Suite 304
Manchester, CT 06040
(P)860-969-0700 x104
(F) 860-969-0701
rpadykula@edlawct.com
Juris#437004

JANUARY 9, 2018:

VALERIE BRUNEAU	:	
Plaintiff,	:	
v.	:	**JUDICIAL DISTRICT OF LITCHFIELD**
TORRINGTON BOARD OF EDUCATION AND DENISE L. CLEMONS (in her official capacity)	:	**DECEMBER 19, 2017**
Defendants.	:	

DEMAND FOR RELIEF

1. Reinstatement of employment and all employment benefits;
2. Punitive damages pursuant to COUNTS 2-4;
3. Compensatory damages pursuant to COUNTS 2-4;
4. Emotional distress damages;
5. Damages in excess of $15,000;
6. Reasonable attorneys fees and costs;
7. All other relief deemed necessary and proper by the Court.

Plaintiff requests trial by jury

THE PLAINTIFF
By her attorneys:

Feinstein Educational Law Group
Richard J. Padykula
Andrew Feinstein
945 Main St. Suite 304
Manchester, CT 06040
(P) 860-969-0700 x104
(F) 860-969-0701
rpadykula@edlawct.com
Juris#437004