

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA**

FAITH ANDREA MORRISON, A.K.A.

FAITH MORRISON ALEXANDER, Ed.D.,

Plaintiff,

v.

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**Office of Labor Relations
& Legal Counsel**

BUFFALO BOARD OF EDUCATION,

BUFFALO PUBLIC SCHOOLS,

CITY SCHOOL DISTRICT OF THE CITY OF BUFFALO,

PAMELA BROWN, Ed.D., IN HER OFFICIAL CAPACITY,

PAMELA BROWN, Ed.D., IN HER INDIVIDUAL CAPACITY,

DARREN BROWN, IN HIS OFFICIAL CAPACITY,

DARREN BROWN, IN HIS INDIVIDUAL CAPACITY,

EUGENE CHASIN, IN HIS OFFICAL CAPACITY,

EUGENE CHASIN, IN HIS INDIVIDUAL CAPACITY,

SHARON BELTON – COTTMAN, IN HER OFFICAL CAPACITY,

SHARON BELTON – COTTMAN, IN HER INDIVIDUAL CAPACITY,

CLOTILDE DEDECKER, IN HER OFFICAL CAPACITY,

CLOTILDE DEDECKER, IN HER INDIVIDUAL CAPACITY,

MARY GUINN, Ed.D., IN HER OFFICAL CAPACITY,

MARY GUINN, Ed.D., IN HER INDIVIDUAL CAPACITY,
FLORENCE JOHNSON, IN HER OFFICAL CAPACITY,
FLORENCE JOHNSON, IN HER INDIVIDUAL CAPACITY,
MARY RUTH KAPSIK, ED.M, S.D.A., IN HER OFFICAL CAPACITY,
MARY RUTH KAPSIK, ED.M, S.D.A., IN HER INDIVIDUAL CAPACITY,
JOHN KOELMEL, IN HIS OFFICIAL CAPACITY,
JOHN KOELMEL, IN HIS INDIVIDUAL CAPACITY,
JOHN LICATA, ESQ., IN HIS OFFICIAL CAPACITY,
JOHN LICATA, ESQ., IN HIS INDIVIDUAL CAPACITY,
JASON M. MCCARTHY, IN HIS OFFICIAL CAPACITY,
JASON M. MCCARTHY, IN HIS INDIVIDUAL CAPACITY,
BARBARA SEALS NEVERGOLD, PHD, IN HER OFFICIAL CAPACITY,
BARBARA SEALS NEVERGOLD, PHD, IN HER INDIVIDUAL CAPACITY,
CARL PALADINO, ESQ., IN HIS OFFICAL CAPACITY,
CARL PALADINO, ESQ., IN HIS INDIVIDUAL CAPACITY,
JAMES M. SAMPSON, IN HIS OFFICIAL CAPACITY,
JAMES M. SAMPSON, IN HIS INDIVIDUAL CAPACITY,
BARBARA J. SMITH, IN HER OFFICIAL CAPACITY,
BARBARA J. SMITH, IN HER INDIVIDUAL CAPACITY,
 THERESA HARRIS-TIGG, PHD, IN HER OFFICIAL CAPACITY, AND
 THERESA HARRIS-TIGG, PHD IN HER INDIVIDUAL CAPACITY,

Defendants.

Case No. _____

NOTICE OF CLAIM

SIRS:

PLEASE TAKE NOTICE that FAITH ANDREA MORRISON A.K.A. FAITH MORRISON ALEXANDER, Ed.D submits this Notice of Claim on her own behalf for the purpose of a lawsuit that will be filed in either United States District Court for the Northern District of Georgia, United States District Court for the Western District of New York or New York State Supreme Court.

1. I, FAITH ANDREA MORRISON A.K.A. FAITH MORRISON ALEXANDER, Ed.D reside at 4908 Glenwhite Drive, Duluth, Georgia 30096. My attorney is Raymond P. Kot II, Esq. with an office located at 336 Harris Hill Road, Williamsville, New York 14221.

2. I am an experienced educator with degrees in Educational Administration, ESOL, English, Reading and Curriculum Administration, Instruction and Management.

3. I personally attended to an investigation into the background facts, circumstances and supporting documentation that are referenced and incorporated in this affidavit and my knowledge is based upon information and belief.

4. This claim is for fraudulent hiring, reckless fraud, breach of contract, negligent infliction of emotional distress, defamation of character, libel, slander and conspiracy to commit libel, conspiracy to commit slander, conspiracy to commit defamation of character and prima facie tort.

5. The causes of action enumerated in paragraph four supra arise from a series of events summarized as Defamation of character, libel and slander and conspiracy to commit defamation of character, libel and slander occurring during the suspension and termination processes.

6. DR. PAMELA BROWN acted without regard to truth or with reckless disregard for the truth when she acted to initially suspend with pay, then suspend me without pay, presumably at the request of BUFFALO BOARD OF EDUCATION Member CARL PALADINO and then by virtue of the executive session on April 2, 2014 during which the Board met to discuss the issue of my suspension and further discussed the issue of my retention or termination prior to voting unanimously to terminate my employment.

7. That BUFFALO BOARD OF EDUCATION'S meeting on April 2, 2014 was also briefed by in-house legal counsel Rashandra Martin who apprised the BOARD of my understanding of the sequence of events for my hiring, employment under contract, certification efforts, certification levels, suspension and termination; all from a legal debriefing Attorney Martin performed in a second floor conference room of Hodgson Russ, The Guarantee Building, 140 Pearl Street, Buffalo, New York on March 28, 2014 and recorded via audio tape recorder.

8. That subsequent to the above referenced recording, Attorney Martin contacted my

attorney to advise the tape recording was inaudible due to poor acoustics.

9. That BUFFALO BOARD OF EDUCATION'S discussions and vote were clearly with the guidance of Attorney Martin, guidance that explained my own doctoral level explanation to her of my level of certification and ability to continue with my position as Chief of School Leadership.

10. That BUFFALO BOARD OF EDUCATION'S April 2, 2014 meeting, discussions and termination vote were recorded or memorialized in some written or recorded form.

11. That the torts of libel, slander, defamation of character, conspiracy to commit libel, conspiracy to commit slander and conspiracy to commit defamation of character were committed in particular by Defendant and BUFFALO BOARD OF EDUCATION MEMBER CARL PALADINO and generally by all BOARD MEMBERS meeting, discussing, memorializing and voting to terminate my employment on April 2, 2014 with reckless disregard for the truth and further aggravated my plight by recklessly disseminating the results of the April 2, 2014 termination vote and recklessly providing reasons for the termination vote to the Buffalo media market / news media including BUFFALO NEWS, Time Warner's YNN and television channels WIVB, WKBW and WGRZ.

12. That no immunity protects members of the BUFFALO BOARD OF EDUCATION with respect to their meetings, discussions, memorializing of debate/vote, vote and dissemination of results to news media concerns as member actions were not legislative in character but merely staffing and appraisal of staffing which are not legislative functions, but

merely administrative tasks.

13. That it would be absurd to even think legal immunity applies to the staffing actions of school board members as that would necessitate that all labor laws and protections put in place by the state of New York and United States Federal Government to protect workers' rights would be unenforceable against school board members for their actions or inactions with respect to hiring, retention, discipline and firing of school district employees.

14. That the foregoing torts have caused serious injury to my professional reputation causing me to become unemployable as a public school district administrator, all by virtue of Defendants' lies, specifically their reckless disregard for the truth of my qualifications / certifications / ability and right to remain in my position as Chief of School Leadership.

15. That I have also suffered from negligent infliction of emotional distress as a result of the Defendants' actions stated both supra and infra due to foreseeable consequences including, loss of sleep, anxiety and general emotional upset caused by their actions to suspend then terminate me from my employment as Chief of School Leadership.

16. That CITY SCHOOL DISTRICT FOR THE CITY OF BUFFALO / BUFFALO PUBLIC SCHOOLS / BUFFALO BOARD OF EDUCATION breached its contractual employment obligations to me by virtue of its tripartite acts of: suspension of my employment; the act via BUFFALO BOARD OF EDUCATION'S unanimous vote to terminate my employment contract with the aforementioned Defendants, and the act of terminating my employment contract without abiding by clause 12(c) of my employment contract.

17. That at all times during my employment, suspension and termination I was duly

certified or became duly certified to work in my position as Chief of School Leadership.

18. That as further detailed infra, I gained interim certification to work as a school district administrator via an Internship Certificate that I received from New York State Department of Education as adequate to work under as Chief of School Leadership to BUFFALO PUBLIC SCHOOLS' Superintendent DR. PAMELA BROWN.

19. That BUFFALO BOARD OF EDUCATION'S unanimous vote and therefore action on April 2, 2014 to terminate my employment contract was without any legal need or duty and was performed for political purposes to serve the interests of the Defendants, especially the member Defendants of the BUFFALO BOARD OF EDUCATION.

20. That Defendants fraudulently hired me by misrepresenting to me that I have adequate or sufficient credentials including certification to work for the CITY SCHOOL DISTRICT FOR THE CITY OF BUFFALO / BUFFALO PUBLIC SCHOOLS / BUFFALO BOARD OF EDUCATION as Chief of School Leadership by offering me a contract for employment in the position of Chief of School Leadership.

21. The Defendants knew exactly what my educational and certification backgrounds were at the time of applying, interviewing and hiring me as I provided Defendants a resume listing all degrees and certifications that I had earned.

22. The Defendants intended me to rely upon and act upon renewable two-year employment contract that essentially prohibited employment outside that Defendants offered and was signed by Defendant DR. PAMELA BROWN and eventually ratified by the BUFFALO BOARD OF EDUCATION.

23. That I acted in justifiable reliance to a signed and eventually ratified contract by moving my family from the state of Georgia to Western New York State.

24. I further gave up my then employment with Evans Newton and Core Consortium on Reading Excellence and worked for approximately nine months until the Defendants especially members of the BUFFALO BOARD OF EDUCATION ended my contract and fired me for allegedly being unqualified to work in my position of Chief of School Leadership due an alleged lack of proper New York State certification.

25. The result of Defendants actions, outlined supra, is my inability to ever work again in a public school district as a school district administrator, this is an extremely costly injury and a great hardship to me.

26. On or about April 2, 2014 at Buffalo, New York, the Defendants, specifically BUFFALO BOARD OF EDUCATION, BUFFALO PUBLIC SCHOOLS, CITY SCHOOL DISTRICT OF THE CITY OF BUFFALO, CITY OF BUFFALO, NEW YORK and specific Board Members of the BUFFALO BOARD OF EDUCATION falsely and fraudulently stated and represented to me that I was unqualified to work under an executed contract with Defendants BUFFALO BOARD OF EDUCATION, BUFFALO PUBLIC SCHOOLS, CITY SCHOOL DISTRICT OF THE CITY OF BUFFALO, CITY OF BUFFALO, NEW YORK and PAMELA BROWN, Ed.D by virtue of Defendants false assertion that I lacked school district wide certification to work in the position of Chief of School Leadership.

27. These statements and representations were made by Defendants as of their own knowledge but were recklessly made by them without any actual knowledge on their part as to

whether they were true or false and without any reasonable ground for believing that they were true resulting in my loss of a valuable employment contract and other financial losses.

28. On or about April 2, 2014 at Buffalo, New York, the Defendants, specifically BUFFALO BOARD OF EDUCATION, BUFFALO PUBLIC SCHOOLS, CITY SCHOOL DISTRICT OF THE CITY OF BUFFALO, CITY OF BUFFALO, NEW YORK and most precisely Board Members of the BUFFALO BOARD OF EDUCATION intentionally inflicted harm on me by terminating my employment contract with Defendants for their own selfish political purposes, specifically to make Defendant PAMELA BROWN, Ed.D appear inadequate to the general and voting public.

29. The result of the grievous actions outlined in paragraph number twenty-eight are special damages to myself for the loss of contractual earnings, health insurance benefits, retirement benefits and future lifetime earnings as public school district administrator along with moving expenses, emotional and psychological pain and suffering.

30. That the actions of Defendants outlined in paragraph number twenty-eight were performed without any excuse or justification as I possessed a valid Internship Certificate for a district wide supervision position.

31. The BUFFALO BOARD OF EDUCATION, BUFFALO PUBLIC SCHOOLS, CITY SCHOOL DISTRICT OF THE CITY OF BUFFALO, CITY OF BUFFALO, NEW YORK and specifically Board Members of the BUFFALO BOARD OF EDUCATION actions to terminate me and therefore end my employment contract via a unanimous BUFFALO BOARD OF EDUCATION vote would have otherwise been lawful actions of a school board acting in the

roles of staffing and appraisal of staffing.

32. I am an experienced educator with degrees in Educational Administration, ESOL, English, Curriculum Administration, Instruction and Management.

33. I personally attended to an investigation into the background facts, circumstances and supporting documentation that are referenced and incorporated in this affidavit and my knowledge is based upon information and belief.

34. My termination from my employment with the BUFFALO PUBLIC SCHOOL DISTRICT on April 2, 2014 was due to no misconduct or fault of my own.

35. During March of 2013 I submitted an application for employment with the BUFFALO PUBLIC SCHOOL DISTRICT for Internet professional employment positing as Deputy Superintendent for the BUFFALO PUBLIC SCHOOLS in Buffalo, New York.

36. After submitting a resume I was interviewed by a multimember panel consisting of BUFFALO PUBLIC SCHOOLS leaders including BUFFALO PUBLIC SCHOOLS Superintendant DR. PAMELA BROWN, DR. MARY GUINN, BUFFALO PUBLIC SCHOOLS Interim Superintendent (consultant with Cross & Jofus), BARBARA J. SMITH, BUFFALO PUBLIC SCHOOLS Chief Financial Officer, DARREN BROWN, BUFFALO PUBLIC SCHOOLS Executive Director of Human Resources, EUGENE CHASIN, Chief Operating Officer, Say Yes to Education, CLOTILDE DEDECKER as well as JOHN KOELMEL, former President and Chief Executive Officer, First Niagara Bank.

37. During this interview for the position of Deputy Superintendant, I was not asked about my education, certification background or my certification to work in New York State as a

school district leader.

38. The interview that occurred on May 1, 2013 and lasted for about four hours.

39. Sometime after the interview on May 1, 2013, I received verbal notice from DR. MARY GUINN and MR. DARREN BROWN that my application for employment should be modified to reflect an application for Chief of School Leadership.

40. That I so verbally authorized the amendment of my application for employment to reflect my desire to be employed in the Chief of School Leadership position.

41. That on July 7, 2013 I signed a two-year contract with the CITY SCHOOL DISTRICT FOR THE CITY OF BUFFALO / BUFFALO PUBLIC SCHOOLS for the position of Chief of School Leadership.

42. At that time, no preconditions were expressed to me by Defendants for my employment as Chief of School Leadership.

43. That on July 22, 2013 I began working in the position of Chief of School Leadership under the contract that I had signed with the CITY SCHOOL DISTRICT FOR THE CITY OF BUFFALO / BUFFALO PUBLIC SCHOOLS / BUFFALO BOARD OF EDUCATION.

44. During the first week after starting my employment in the position of Chief of School Leadership, I was advised to apply for Interstate Certification Reciprocity, which I promptly applied.

45. On December 23, 2013 I was granted via reciprocity a conditional School Building Leader's Certificate.

46. This information was clearly presented to MR. DARREN BROWN of BUFFALO PUBLIC SCHOOLS' talent management and Molly Zizzo, also of the BUFFALO PUBLIC SCHOOLS.

47. I continued to work in my position as Chief of School Leadership throughout this period, from hiring until late March, 2014.

48. On March 21, 2014, I was placed on paid administrative leave by Superintendent DR. PAMELA BROWN until the completion of an investigation into my certification.

49. On March 22, 2014, I was placed on unpaid administrative leave by Superintendant DR. PAMELA BROWN.

50. On March 21, 2014, I applied for district wide interim certification, paying \$60.00 for two online tests, \$50.00 for a face-to-face workshop and \$100.00 for a certificate.

51. Also on March 28, 2014, in furtherance of the District's investigation I met with BUFFALO PUBLIC SCHOOL DISTRICT'S General Counsel Martin.

52. On March 29, 2014, I was granted the applied for Internship Certificate for a district wide supervision position.

53. I received the professional opinion of Dr. Douglas Hamlin of SUNY Oswego who confirmed the Internship Certificate that I received from the New York State Department of Education is adequate to work under as an advisor (Chief of School Leadership) to Buffalo Public Schools Superintendent DR. PAMELA BROWN.

54. I also received an opinion from Dr. Glenn Wachter who is a SUNY Oswego Professor who advised that the Internship Certificate is viable based upon other similarly situated

candidates applying for similar positions in other school districts.

55. That word of my receipt of a satisfactory Internship Certificate from New York State Department of Education was immediately conveyed to BUFFALO PUBLIC SCHOOLS Chief of Talent Management, DARREN BROWN.

56. On April 2, 2014, by a unanimous vote, the BUFFALO BOARD OF EDUCATION, members SHARAN BELTON – COTTMAN, FLORENCE JOHNSON, MARY RUTH KAPSIK, Ed.M, S.D.A., JOHN LICATA, ESQ., JASON M. MCCARTHY, BARBARA SEALS NEVERGOLD, PhD, CARL PALADINO, ESQ., JAMES M. SAMPSON and THERESA HARRIS – TIGG, PhD voted to terminate my employment, in effect they declared my two year written contract is null and void.

57. That my legal advisor and counselor Raymond P. Kot II, Esq. found no basis for my termination and believes as many as eleven causes of action exist against my former employer for failing to retain me, reckless fraud, failure to honor my employment contract, the illegal vote to terminate my employment, libel, slander, conspiracy, defamation of character as well the BUFFALO PUBLIC SCHOOL DISTRICT'S / BUFFALO BOARD OF EDUCATION'S initial act of fraudulent hiring.

58. That my attorney and I believe the motivation for my termination is mainly political in nature and not the result of any form of misconduct, incompetence or lack of necessary New York State certification.

59. That my professional reputation is permanently damaged as it is foreseeable that all future applications for employment as school district administrators require me to answer

whether I have ever been terminated from employment as a school district administrator.

60. That I am compelled both legally and morally to answer that I have been terminated from a position as a school district administrator.

61. The consequence of the foregoing is a permanent bar to even being considered for employment as a school district administrator with the result being a loss of income and benefits estimated to exceed \$2,000,000.00 for the balance of my professional working career.

62. That I have been further harmed by my need to maintain two residences, moving costs and emotional costs to my family and myself that I estimate to equal at least \$1,000,000.00.

63. That punitive damages equal to ten times compensatory damages are appropriate due to termination actions of the BUFFALO BOARD OF EDUCATION being predicated upon a reckless indifference to the truth with regard to my qualifications (certification) and therefore my ability to continue working as Chief of School Leadership, all due to the BUFFALO BOARD OF EDUCATION'S members political motivation to protect their owns political careers, power and other interests and to make Defendant PAMELA BROWN, Ed.D appear inadequate, all at my expense.

64. That the injustice summarized in the above paragraph is further characterized by a gross abuse of authority and a reckless indifference to my reputation, professional standing, emotional wellbeing and overall standing in the field of school district administration.

65. That the atmosphere created by the Defendants and specifically actions of Defendant BUFFALO BOARD OF EDUCATION Members to terminate my employment have created a hostile work environment that would make my return to my former position

impossible.

66. My moral authority has been so diminished by the rhetoric of the Defendants, the statements Defendants made to the news media, the viewpoint conveyed to the community including educators within the BUFFALO PUBLIC SCHOOL DISTRICT, the BUFFALO BOARD OF EDUCATION'S termination vote that established a perception that I am incompetent, unqualified and uncertified to perform as a school district leader in the BUFFALO PUBLIC SCHOOL DISTRICT.

67. This Notice of Claim was prepared in advance of my likely filing a civil suit for compensatory economic damages, compensatory emotional damages, compensatory reputational damages for loss of professional reputation as well as professional standing and punitive damages in the United States District Court for the Northern District of Georgia or in the alternative, the United States District Court for the Western District of New York or New York State Supreme Court for the County Erie.

68. That I, FAITH ANDREA MORRISON, A.K.A. FAITH MORRISON ALEXANDER, Ed.D swear and certify that the above is all true and correct to the best of my ability.

Wherefore, I Faith Andrea Morrison A.K.A. Faith Morrison Alexander, Ed.D
respectfully request the above paragraphs serve as my Notice of Claim pursuant to New York
State Municipal Law §50-E for injuries that I sustained at the hands of the named Defendants.

DATED: Duluth, Georgia
April 30, 2014

Faith Andrea Morrison
Faith Andrea Morrison

Sworn to before me this
30 day of April, 2014

Hugo Echegoyen
NOTARY PUBLIC
My commission expires 12/08/2016

