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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY

MELISSA WILLIAMS,

Case No.:

Plaintiff,

vs.

Complaint

THE SCHOOL BOARD OF PALM
BEACH COUNTY, FLORIDA,

Defendant.

**Count I: Tangible-Detriment Race Discrimination Claim Under
Florida Civil Rights Act of 1992**

Plaintiff, Melissa Williams, sues defendant the School Board of Palm
Beach County, Florida, and alleges:

Introduction

1. This is a hostile-environment and tangible-job-detriment
discrimination claim action by Melissa Williams, an African-American
television-production teacher at Plumosa School of the Arts, a primarily
white (both Hispanic and non-Hispanic) elementary school, the curriculum of
which includes Visual, Performing and Communication Arts. It is brought
pursuant to the Florida Civil Rights Act of 1992, Chapter 760, FLA. STAT.
("FCRA"). Ms. Williams, who had been a full-time member of the faculty for
three prior years, was subjected during the 2015-2016 school year to
harassment and the compilation of a false paper trail as the Anglo principal



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and Cuban-American vice principal prepared to replace Ms. Williams with a non-Hispanic white woman who with a broadcast-journalism background, but little experience in actual television production, who had been a teacher at one of the principal's prior schools. The principal capped Ms. Williams's last year with a do-to-hire Employment Reference. Ms. Williams seeks back wages, compensatory damages, injunctive relief and her attorney's fees and litigation expenses.

Jurisdiction and Venue

2. This action is for damages in excess of \$30,000, exclusive of costs and interest, and for injunctive relief.

3. Venue is proper, pursuant to § 47.051, FLA. STAT. in Palm Beach County, where the cause of action arose.

Parties

4. Plaintiff Melissa Williams is a an African-American woman who resides in Palm Beach County, had held various teaching jobs within the Palm Beach County school system since October 2010, and who is protected by the FCRA because of her race and because she opposed what she reasonably believed to be unlawful employment practices.

5. Defendant, the School Board of Palm Beach County, Florida is a governmental entity, and therefore a "person," as defined by § 760.02(6), FLA. STAT., and an "employer," as defined by § 760.02(7).

Satisfaction of Conditions Precedent

6. Ms. Williams timely filed a Charge of Discrimination with the Equal Employment Opportunity Commission December 16, 2016, which by

operation of law constituted the filing of a charge of discrimination with the Florida Commission on Human Relations pursuant to the FCRA.

7. More than 180 days elapsed without the FCHR either conciliating plaintiff's claims of race discrimination and retaliation or making a no-cause finding, giving her the right to bring this civil action.

General Allegations

8. Sally Rozanski, then principal at the Plumosa Elementary School of the Arts in Delray Beach, hired Ms. Williams in December 2012 as a substitute teacher for Plumosa's TV production, class.

9. Cathy Reynolds, who assumed the principal's job beginning with the 2013-2014 school year, hired Ms. as a full-time teacher for the program on a year-to-year contract.

10. Ms. Williams vigorously embraced the job, e.g., taking her students on field trips to the local CBS affiliate in West Palm Beach, placing one of her fifth-grade students as a Miami Heat "kidcaster" who got to interview Dwayne Wade and working to place Plumosa graduates into the Bak Middle School of the Arts in West Palm Beach by helping them prepare for the admission audition.

11. Ms. Williams's qualifications for the job are evidenced by Ms. Reynolds's ratings of her:

a. For the period from May 5, 2013 through October 1, 2013, Ms. Reynold's rated Ms. Williams as "Good" in the areas of Attendance/Punctuality and Lesson Planning Preparation — and "Excellent" in every other category: Dependability/Reliability, Ability to Work with

Others, Ability to Accept Criticism, Judgment/Common Sense, Language and Communications Skills, Overall Job Performance, Enthusiasm for Teaching, Knowledge of Subject Matter, Sensitivity to Individual Student Needs, Student Response to Teaching, Ability to Work with Parents/Community and Classroom Management (Discipline).

b. For the period from May 15, 2013 to July 17, 2014, Ms. Reynolds ranked Ms. Williams as "Excellent" in her Ability to Accept Criticism, Judgment/Common Sense, Sensitivity to Individual Student Needs and Student Response to Teach, and as "Good" in all the other fields.

12. A sea change in the way in which Ms. Reynolds interacted with Ms. Williams began, however, in December 2014, criticizing her for not having earlier completed the production of a video that Ms. Reynolds wanted to show during a magnet-school open house, pressuring her into the night December 8 to upload the video so Ms. Reynolds could preview it and chiding Ms. Williams the following day, "Maybe if you didn't go to bak, you would have had the video done."

13. Ms. Reynolds's next interaction with Ms. Williams was to come into classroom on the afternoon of December 16, without the I-pad that is generally used in teacher evaluations: when Ms. Williams questioned Ms. Reynolds after getting her low score the following morning, Ms. Reynolds responded that she "didn't understand [Ms. Williams's] lesson," even though it is the same lesson that Ms. Reynolds had observed previously and ranked higher.

14. Shortly after that, following the winter break, Diana Fernandez, a new assistant principal, attempted to assign Ms. Williams' additional hall-monitoring duties — notwithstanding that Ms. Williams already had a morning job, i.e., doing the morning announcements.

15. Ms. Williams's explanation of why she could not do the hall-monitoring in the morning sparked a hostile response from Ms. Fernandez, who replied: "If that's somewhere we want you to be, then that's where your going to be."

16. Ms. Williams took the issue to Ms. Reynolds, who countermanded Ms. Fernandez's order.

17. During the spring, Ms. Reynolds began intruding on Ms. Williams's lunch breaks, hailing her over a walkie-talking and the intercom to start playing a movie, which took Ms. Williams half of her 30-minute lunch break to locate and begin showing, and literally pushing her out of her classroom toward the end of the school year to go to a concert in the auditorium, trying to make Ms. Williams move faster and overriding her objections by telling her: "Nobody gets a lunch break today."

18. In addition to her teaching job, Ms. Williams is also a partner and director of Melissa & Starling's Performing Arts and Tutoring, LLC, a Florida limited liability company, operating a dance studio and tutoring entity as a registered "Business Partner" with the Palm Beach County School District:

a. Ms. Reynolds issued to Ms. Williams September 4 a, 2015 harshly critical memorandum, accusing Ms. Williams of being untruthful, unethical and violative of various school-district policies by "soliciting

students” and “entering several classrooms,” handing out flyers and initially lying about having done so; she threatened discipline, up to and including termination.

b. Ms. Williams responded with a strongly worded rebuttal.

19. In October, when Ms. Williams was five minutes late for lunchroom duty because of a temporary medical condition, Ms. Reynolds began calling for Ms. Williams on Ms. Reynolds’s walkie-talkie; when other, white teachers walked in five minutes later than Ms. Williams, nothing was said about that.

20. The October incident began a pattern of Ms. Reynolds and Ms. Fernandez calling to ensure that Ms. Williams was doing lunch duty — even when she had already gotten herself into position; there were no is-he/she-there-yet? inquiries about white teachers assigned to the same duty.

21. December 1, when Ms. Williams was delayed because of a cell phone call about her grandmother being ill, Ms. Fernandez opened the door to the lunch room and screamed repeatedly, “You’re late,” pointing about her watch as Ms. Williams’ colleagues looked on.

22. During diagnostic testing the following day, Ms. Fernandez observed Ms. Williams in colleague’s classroom while Ms. Williams’ students were being tested and wrote her up for not having brought a scale with her — even though there had been no instruction that one needed to bring a scale into another teacher’s classroom during testing.

23. In what in retrospect appears to have been ominous, after Ms. Williams stated at a faculty meeting that she wanted to continue to teach

television production for the 2016-2017 school year, Rina Maryuma, a non-Hispanic white teacher who knew Ms. Reynolds from having worked with her at a previous school and whose dual-language teaching partner was retiring at the end of the term:

- a. asked Ms. Williams what kind of teaching certification she needed for her television-production class, and
- b. suggested that Plumosa should have two television-production teachers.

24. When Ms. Williams requested March 9 to leave flyers for her summer camp at the front desk or give them to other teachers to hand out to student and parents, Ms. Reynolds told her that she could only give the flyers to the parents directly since she would be making a profit from the summer camp:

- a. notwithstanding that Ms. Williams was a registered school-district business partner, and
- b. even though a white media specialist, who was not a school-district business partner, was permitted the following month to pass out flyers for a summer camp at which she was an instructor.

25. After Ms. Williams explained to the staff March 15 that she would have to temporarily take a break from producing pre-recorded announcement because she was teaching her classes, overlaying music on video for other teachers' classes and working on producing a videotape for the Dual Language (English and Spanish) program, Ms. Fernandez e-mailed

Ms. Williams, copying Ms. Reynolds, telling her “[t]he announcements should be on, you have ample time.”

26. Ms. Reynolds’s secretary, Pam Dukes, approached Ms. Williams April 14, asking her when Ms. Williams would complete course work and exam so that she could be certified to continue teaching the television-production course, and telling Ms. Williams that Ms. Reynolds was eager to get it because she wanted Ms. Dukes to start advertising for the position.

27. When Ms. Williams told Ms. Dukes that she would have it done by June 30, Ms. Dukes said that Ms. Williams should try to get it done by the end of may because — in what, again, appears in hindsight to have been ominous — Ms. Reynolds “has a backup plan.”

28. During an April 15 meeting at which Ms. Reynolds and Ms. Fernandez criticized Ms. Williams for giving out flyers to parents — and Ms. Williams both noted that not only were the parents to whom she was giving summer-camp fliers were already her clients, pointed out that the white media specialist was handing out summer-camp flyers and also noted that a substitute dual-language teacher was handing out Spanish tutoring flyers:

a. Ms. Reynold volunteered that she did not necessarily have to appoint Ms. Williams to her teaching position for the next year, and

b. Ms. Fernandez said that Ms. Williams was not doing enough with her television program — which the two of them had been consistently praising.

29. After Ms. Fernandez left the room to take care of a discipline problem, Ms. Reynolds:

- a. started screaming at Ms. Williams, pounding her fist on the table and accusing her of “benefitting” from the summer camp;
- b. repeated that “I don’t have to appoint you next year”;
- c. accused Ms. Williams of “not doing anything” with her department;
- d. questioned when — and whether — Ms. Williams would pass her certification for continue teaching television production, and
- e. told Ms. Williams: “You will have to prove to me that you are worthy for this position.”

30. Following that meeting, Ms. Williams called the school superintendent to complain about discrimination, but was told that an area superintendent, Ian Saltzman, would contact her — which he did, but only after contacting Ms. Reynolds.

31. Ms. Williams was unsuccessful in meeting with either Mr. Saltzman, or another area superintendent, Maria Bishop, to whom Mr. Saltzman had referred her.

32. Ms. Reynolds on April 14, a Sunday, issued another memo, accusing Ms. Williams of “insubordination” by “soliciting students and parents to be clients of your private businesses,” and threatening discipline, up to and including termination.

33. Ms. Reynolds e-mailed Ms. Williams Monday, April 25, instructing her to meet her in her office at 8:30 a.m., to which Ms. Williams responded that she had been advised not to meet with her that day, but to do so Friday.

34. Ms. Williams entered her classroom to get the television announcements set up, and Ms. Reynolds came into the room, screaming at her that “[y]ou need to come to the meeting, and I mean it. You need to come to this meeting immediately,” to which Ms. Williams replied the same as she had to the e-mail.

35. Ms. Williams, accompanied by Jerilyn McCall, her union representative, met with Ms. Reynolds and Ms. Fernandez April 29, after having met with Ms. Bishop — who obviously had repeated to Ms. Reynolds everything that Ms. Williams had told her, since she repeating it back to her.

36. During that meeting, Ms. Reynolds:

- a. accused Ms. Williams of asking her mentor for the certification program, Nancy Early, to sign off on having observed her, even though she had not done so — which Ms. Reynolds had not done, and
- b. again brought up the topic of the summer-camp fliers.

37. Ms. Reynolds on May 10 handed Ms. Williams a letter informing her that she was “not recommending your reappointment to the School Board for the FY 17 school year,” but stating that Ms. Williams “may apply for vacant positions [within the school district] for which you qualify,” but after Ms. Williams said that she wanted to stay at Plumosa, Ms. Reynolds noted that she had until Friday to rescind it.

38. Ms. William’s union representative, Ms. McCall, recommended that Ms. Williams counter-sign the letter, but to also write a letter to Ms. Reynolds asking for reconsideration.

39. On May 13, as Ms. Williams was discussing her progress towards achieving the certification with Ms. Fernandez, Ms. Fernandez grabbed out of Ms. Williams's hand a folder containing paper work that she had to have signed by others to complete the certification.

40. When Ms. Williams asked for the folder back, Ms. Fernandez responded: "No, ma'am."

41. Ms. Fernandez summoned Ms. Williams to her office again Tuesday, May 17, closed the door, began screaming at her, accused of "entitlement" and "attitude," and told her that "I won't give you the folder back" — behavior witnessed by Ms. Early.

42. During a May 18 meeting at union headquarters in West Palm Beach, Ms. McCall telephoned Ms. Reynolds to ask for the return of the folder and to inquire whether Ms. Reynolds was still reconsidering whether to recommend Ms. Williams's reappointment — which Ms. Reynolds said that she was.

43. Ms. Williams retrieved her folder and successfully completed her certification.

44. On June 3, following a going-away breakfast party for retiring teachers, Ms. Williams approached Ms. Reynolds in the hallway and asked if Ms. Williams would be returning; Ms. Reynolds answered: "No."

45. Ms. Reynolds followed up this by sending in on June 16 and an Employment Reference that rated Ms. Williams as being "Below Average" in Ability to Accept Criticism, Judgment/Common Sense, Language and Communication Skills, Overall Job Performance, Lesson Planning/Preparation

and Classroom Management (Discipline), and stated that she would not consider rehiring Ms. Williams — even as a substitute teacher.

46. Ms. Maryuma replaced Ms. Williams as the television-production teacher.

47. The termination of Ms. Williams, an African-American, and her replacement by Ms. Maryuma, was motivated by Ms. Williams's race and, therefore, violates § 760.10(1)'s prohibition of racial discrimination.

20. As a direct, natural, proximate and foreseeable result of the actions of Ms. Reynolds and Ms. Fernandez, Ms. Williams has suffered emotional distress, embarrassment, inconvenience and other economic and non-economic damages and will continue to suffer additional losses in the future.

21. The violation of plaintiff's protected right to be free of illegal discrimination under the FCRA constitutes irreparable harm for which plaintiff has no adequate remedy at law entitling plaintiff to injunctive relief.

22. Plaintiff is entitled to recover reasonable attorneys' fees and litigation expenses pursuant to § 760.11(5), FLA. STAT.

WHEREFORE, plaintiff, Melissa Williams, prays that this Court will:

One, determine that the School Board of Palm Beach County, Florida's termination of Ms. Williams was motivated by Ms. Williams's race, which violated Ms. Williams's rights under the FCRA to be free of such discrimination;

Two, enjoin the School Board of Palm Beach County, Florida from continuing to violate Ms. Williams's rights against race discrimination and to make Ms. Williams whole through reinstatement, retroactive vesting of any benefits, or front pay;

Three, grant Ms. Williams judgment against the School Board of Palm Beach County, Florida for damages;

Four, grant Ms. Williams her reasonable attorneys' fees and litigation expenses against defendant, and

Five, provide any other relief that is appropriate.

Count II: Hostile-Environment Race Discrimination Claim Under Florida Civil Rights Act of 1992

48. Plaintiff, Melissa Williams realleges and adopts, as if fully set forth in Count II, the allegations of paragraphs 1-9, 12-25, 28-36, 39-43 and 45.

49. The conduct of Ms. Reynolds and Ms. Fernandez was motivated by race: similar conduct was not visited upon white teachers at Plumosa.

50. The harassing conduct by Ms. Reynolds and Ms. Fernandez occurred on such a regular basis and was sufficiently serious or pervasive to negatively affect the terms and conditions of Ms. William's employment and to unreasonably interfere with her job performance as more particularly alleged above.

51. The conduct was of a type that a reasonable person would find offensive and plaintiff found it so.

26. The actions of Ms. Reynolds and Ms. Fernandez, and through them of the School Board of Palm Beach County, Florida, and the action of

the School Board of Palm Beach County, Florida, in ignoring Ms. Reynolds and Ms. Fernandez's conduct, and in refusing to correct it, was motivated by Ms. Williams's race and, therefore, violated § 760.10(1)'s prohibition of racial discrimination.

20. As a direct, natural, proximate and foreseeable result of the actions of Ms. Reynolds and Ms. Fernandez, Ms. Williams has suffered emotional distress, embarrassment, inconvenience and other economic and non-economic damages and will continue to suffer additional losses in the future.

21. The violation of plaintiff's protected right to be free of illegal discrimination under the FCRA constitutes irreparable harm for which plaintiff has no adequate remedy at law entitling plaintiff to injunctive relief.

22. Plaintiff is entitled to recover reasonable attorneys' fees and litigation expenses pursuant to § 760.11(5), FLA. STAT.

WHEREFORE, plaintiff, Melissa Williams, prays that this Court will:

One, determine that the School Board of Palm Beach County, Florida's termination of Ms. Williams was motivated by Ms. Williams's race, which violated Ms. Williams's rights under the FCRA to be free of such discrimination;

Two, enjoin the School Board of Palm Beach County, Florida from continuing to violate Ms. Williams's rights against race discrimination and to make Ms. Williams whole through reinstatement, retroactive vesting of any benefits, or front pay;

Three, grant Ms. Williams judgment against the School Board of Palm Beach County, Florida for damages;

Four, grant Ms. Williams her reasonable attorneys' fees and litigation expenses against defendant, and

Five, provide any other relief that is appropriate.

Count III: Retaliation Claim Under Florida Civil Rights Act of 1992

52. Plaintiff, Melissa Williams realleges and adopts, as if fully set forth in Count II, the allegations of paragraphs 1-45.

53. The actions of Ms. Reynolds and Ms. Fernandez, and through them of the School Board of Palm Beach County, Florida, as more particularly alleged in ¶¶ 12-15, 18-22, 24 and 28-29 provided an objectively reasonable basis for Ms. Williams to complain to higher-ups in the School Board of Palm Beach County, Florida, that she was suffering racial discrimination.

54. Ms. Williams did complain, as more particularly alleged in ¶¶ 30 and 35, and Ms. Reynolds and Ms. Fernandez were aware that she had complained, as more particularly alleged in ¶¶ 30 and 35.

55. Within a relatively short time after Ms. Reynolds learned that Ms. Williams had complained to higher ups in the School Board of Palm Beach County, Ms. Reynolds:

- a. notified Ms. Williams May 10 that she was going to recommend against her reappointment for the following school year;
- b. told Ms. Williams June 3 that, notwithstanding that she had told Ms. Williams and her union representatives that she would reconsider

not recommending Ms. Williams for reappointment to her teaching position, that she would not permit Ms. Williams to return, and

c. On June 16, sent an Employment Reference that untruthfully trashed Ms. Williams's teaching abilities and recommended against rehiring her in any capacity.

26. The retaliatory actions of Ms. Reynolds and Ms. Fernandez, and through them of the School Board of Palm Beach County, Florida, violated § 760.10(7)'s prohibition of retaliation of opposing unlawful employment practices.

20. As a direct, natural, proximate and foreseeable result of the actions of Ms. Reynolds and Ms. Fernandez, Ms. Williams has suffered emotional distress, embarrassment, inconvenience and other economic and non-economic damages and will continue to suffer additional losses in the future.

21. The violation of plaintiff's protected right to be free of illegal retaliation under the FCRA constitutes irreparable harm for which plaintiff has no adequate remedy at law entitling plaintiff to injunctive relief.

22. Plaintiff is entitled to recover reasonable attorneys' fees and litigation expenses pursuant to § 760.11(5), FLA. STAT.

WHEREFORE, plaintiff, Melissa Williams, prays that this Court will:

One, determine that the School Board of Palm Beach County, Florida's termination of Ms. Williams was motivated by retaliation for Ms. Williams's

having opposed unlawful employment practices, which violated Ms. Williams's rights under the FCRA to be free of such retaliation;

Two, enjoin the School Board of Palm Beach County, Florida from continuing to violate Ms. Williams's rights against retaliation and to make Ms. Williams whole through reinstatement, retroactive vesting of any benefits, or front pay;

Three, grant Ms. Williams judgment against the School Board of Palm Beach County, Florida for damages;

Four, grant Ms. Williams her reasonable attorneys' fees and litigation expenses against defendant, and

Five, provide any other relief that is appropriate.

Jury Demand

Plaintiff, Melissa Williams, demands trial by jury on all issues so triable.

Respectfully Submitted,

By: /s/ William R. Amlong
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