

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

**BRUNO K. MPOY**  
10703 Lombardy Road  
Silver Spring, Maryland 20901

Plaintiff,

-against-

**THE DISTRICT OF COLUMBIA,**

**MICHELLE RHEE,**

**DONALD PRESSWOOD,**

**THE NEW TEACHER PROJECT, and**

**DC TEACHING FELLOWS.**

Defendants.

C.A. No. 09-1140 (JEB)

**Jury Trial Demanded**

**(Second Amended) COMPLAINT**

Plaintiff Bruno K. Mpoy (“Plaintiff” or “Mr. Mpoy”), by his undersigned counsel, brings this action against The District of Columbia, Michelle Rhee, Donald Presswood, The New Teacher Project (“TNTP”), and DC Teaching Fellows (“DCTF”), and alleges as follows:

**INTRODUCTION**

1. Accusations that student tests and test scores have been altered, casting doubt on test results and raising questions about reports of gains in student achievement levels, is an issue of great sensitivity for the District of Columbia Public Schools (“DCPS”).

2. Bruno Mpoy worked as a special education teacher for DCPS at Ludlow Elementary School (“Ludlow”) during the 2007 – 2008 school year.

3. Mr. Mpoy’s performance during his tenure at Ludlow was excellent. Mr. Mpoy received praise and approval from his colleagues and from the parents of his students.

4. During the period that Mr. Mpoy worked at Ludlow, the principal of Ludlow was Donald Presswood. Mr. Presswood instructed teachers at Ludlow, including Mr. Mpoy, to change and falsify student records, to alter test scores on standardized assessments, and to fabricate levels of student achievement.

5. Mr. Mpoy refused to follow Mr. Presswood's instructions to change student tests and test results.

6. Mr. Mpoy observed other suspicious practices in testing and grading procedures at Ludlow, and became aware of anomalies between test results and demonstrated student capabilities.

7. In retaliation for Mr. Mpoy's refusal to follow Mr. Presswood's instructions and participate in fraudulent, unethical, and otherwise wrongful activity, Mr. Mpoy was investigated, harassed, threatened, and suspended.

8. The harassment to which Mr. Mpoy was subjected prevented him from carrying out his teaching duties.

9. Mr. Mpoy reported his experiences to DCPS administrators and to DCPS Chancellor Michelle Rhee.

10. Mr. Mpoy informed Chancellor Rhee of Mr. Presswood's falsifying student test scores and performance. Mr. Mpoy also told Chancellor Rhee about multiple problems he encountered while teaching, including unprofessional and spiteful administrators and teaching assistants who harassed Mr. Mpoy and prevented him from carrying out his duties and teaching his students.

11. DCPS administrators, including Chancellor Rhee, failed to respond to Mr. Mpoy's complaints and requests for assistance.

12. Instead of being praised for his forthrightness and courage, Mr. Mpoy was investigated, harassed, threatened, and ultimately terminated from his teaching position at the direction of Chancellor Rhee, DCPS, and Mr. Presswood.

13. The harassment, suspension, and termination of Mr. Mpoy were retaliatory actions taken against Mr. Mpoy for reporting the misconduct and inappropriate conditions he encountered at Ludlow.

14. The retaliatory actions of Mr. Presswood, Chancellor Rhee, and DCPS have rendered Mr. Mpoy unable to find gainful employment in teaching, despite his strong desire to return to the classroom.

15. Mr. Mpoy notified the District of Columbia of his injuries and intent to bring this suit in a letter to the Mayor dated December 16, 2008.

#### **PARTIES**

16. Plaintiff is a United States citizen and a resident of Silver Spring, Maryland. He was born in the Congo. Plaintiff has a Bachelor of Science degree from West Virginia University and a Master of Science degree from American University.

17. The District of Columbia is comprised of its agencies, departments, and divisions, and the officers and managers of those agencies, including DCPS, the Chancellor, the principal of Ludlow, and other administrators.

18. TNTP is a non-profit corporation that recruits teachers to work in various school districts throughout the United States. On information and belief, TNTP is a Delaware corporation with a principal place of business in New York, New York. TNTP's website lists DCPS as "a client" of TNTP.

19. On information and belief, DCTF is DC Teaching Fellows, which is an alternative route teaching licensure program that recruits and trains recent college graduates to be teachers in

high need schools across the District of Columbia. DCTF claims to be a partnership with DC Public Schools. On information and belief, DCTF is a subsidiary of or otherwise related to TNTF.

20. Donald Presswood was Ludlow's principal during the time Plaintiff was a teacher at Ludlow and up to Plaintiff's termination from his teaching position. On information and belief, Presswood is a resident of Virginia.

21. Michelle Rhee was Chancellor of DCPS during the time Plaintiff was a teacher at Ludlow and up to Plaintiff's termination from his teaching position. On information and belief, Rhee is a resident of the District of Columbia.

### **JURISDICTION AND VENUE**

22. This action is for a violation of Plaintiff's rights under the First Amendment of the Constitution of the United States, as permitted by the Civil Rights Act, 42 U.S.C. § 1983, and seeks damages under that statute. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1343(a)(3).

23. This action is also for a violation of Plaintiff's rights under the District of Columbia Whistleblower Statute, District of Columbia Human Rights Act, and common law claims of breach of contract, and civil conspiracy. These claims arise out of the same set of operative facts underlying Plaintiff's claims under 42 U.S.C. § 1983. This Court has jurisdiction over these claims pursuant to 28 U.S.C. § 1367(a).

24. The Court also has jurisdiction over Plaintiff's claims under the District of Columbia Whistleblower Statute, District of Columbia Human Rights Act, and common law claims of breach of contract and civil conspiracy, pursuant to 28 U.S.C. § 1332, because Plaintiff is diverse in residency from all Defendants and the damages Plaintiff seeks exceed \$75,000.

25. The acts causing Plaintiff's injuries all occurred within the limits of the District of Columbia.

26. This Court has personal jurisdiction over all Defendants pursuant to the United States Constitution and D.C. Code Ann. § 13-423.

27. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b).

## **BACKGROUND**

### I. Plaintiff's Recruitment and Hiring

28. In 2007, Plaintiff was recruited by DCTF and/or TNTP to serve as a special education teacher in DC Public Schools.

29. On April 23, 2007, Plaintiff was informed in writing that he had been selected as a DC Teaching Fellow, conditioned on his passing a background check and passing all required examinations.

30. Plaintiff passed the background check, the required examinations, and all other conditions for acceptance into the DCTF/TNTP program.

31. In exchange for serving as a special education teacher and doing a satisfactory job, DCTF and/or TNTP promised Plaintiff in writing and/or orally that he would receive tuition support for working towards and receiving his teaching certification at George Washington University ("GWU").

32. In joining the DCTF program and enjoying the benefit of tuition support, subject to his satisfactory performance, Plaintiff was offered in writing a position and committed to teach in DCPS for a minimum of four years.

33. In accordance with his agreement with DCTF and/or TNTP, Mr. Mpooy applied to and was accepted into the Early Childhood Special Education program at GWU's Graduate School of Education and Human Development. Mr. Mpooy enrolled at GWU upon his acceptance into the program.

34. In 2007, Mr. Mpoy was hired by DCPS to be a special education teacher at Ludlow Taylor Elementary School (“Ludlow”), in accordance with Mr. Mpoy’s participation in the DCTF/TNTP program.

35. Plaintiff was granted a provisional teaching license, with the expectation that he would receive full licensing upon completion of his program at GWU and passing any required examinations.

36. On information and belief, in accordance with his agreement with DCTF and/or TNTP, DCPS, DCTF, and/or TNTP paid at least fifty-percent (50%) of Plaintiff’s tuition for his enrollment at GWU.

37. Plaintiff began attending classes at GWU in summer of 2007. Plaintiff’s required coursework at GWU included his teaching at Ludlow as a “hands-on” type of course.

38. In a December 13, 2007 letter, DCPS informed Plaintiff that “per his employment contract and/or offer letter,” he was required to submit a “Highly Qualified Action Plan.” Plaintiff submitted this plan.

## II. Plaintiff’s Start at Ludlow

39. During his first week at Ludlow, Plaintiff spent numerous days scrubbing the classroom clean.

40. Plaintiff’s classroom lacked books and other materials necessary to teach and nurture his special education students. Plaintiff told Presswood about the lack of necessary teaching materials. Presswood ignored Plaintiff’s statements.

41. Students in Plaintiff’s class were performing at levels below expectations for special education students. Plaintiff purchased teaching materials to improve his students’ ability and motivation to learn.

42. In December 2007, Presswood conducted a formal observation of Plaintiff's classroom and his teaching performance.

43. After the observation, Plaintiff requested feedback from Presswood and an opportunity to hold a post-observation conference with Presswood, as the contract between DCPS and the Washington Teachers' Union requires.

44. Presswood responded angrily, telling Plaintiff that he had ten days to give any feedback.

45. Plaintiff never received feedback from Presswood's formal observation, and he was never afforded a post-observation conference with Presswood.

III. Plaintiff's Teaching Aides and Their Contribution  
to a Hostile Environment Not Appropriate for Learning

46. During his time at Ludlow, teaching assistants were supposed to help Plaintiff carry out his teaching duties and foster a positive learning environment.

47. From the moment Plaintiff began teaching at Ludlow, his teaching assistants were hostile, unprofessional, and unwilling to assist Plaintiff's effort to educate and nurture his special education students.

48. The disruptive and hostile acts of Plaintiff's teaching professionals included (but were not limited to) failing to follow Plaintiff's lesson plans, provoking students to fight, inciting Plaintiff's students to be disrespectful to one another, encouraging students to be disrespectful to Plaintiff, reading and showing entirely non-educational materials to students, dressing unprofessionally and inappropriately, and taking students for unscheduled recess without Plaintiff's permission.

49. Plaintiff's teaching assistants made derisive remarks regarding Plaintiff's African heritage. These remarks encouraged Plaintiff's students to make derisive remarks about Plaintiff's African heritage.

50. Plaintiff, after consulting with one of his more experienced colleagues, developed a form to keep daily accounts of his teaching assistants' conduct, and used those forms to track his assistants' daily conduct.

#### IV. Presswood's Encouragement of and Failure to Stop the Teaching Assistants' Conduct

51. Plaintiff repeatedly informed Presswood of the unprofessional and hostile conduct of his teaching assistants that was hindering Plaintiff's ability to teach his special education students.

52. Despite Plaintiff's complaints about the misconduct of his teaching assistants, Presswood generally ignored Plaintiff's pleas for help and failed to take any corrective action.

53. On other occasions Plaintiff informed Presswood of the teaching assistants' improper conduct, Presswood became angry with Plaintiff and accused him of creating problems with regard to Plaintiff's teaching assistants. Moreover, despite Plaintiff's clear demonstration that at least one of his assistants, Ms. Lacey, was not conducting herself in a manner appropriate to help his students learn effectively, Presswood encouraged Plaintiff to let Ms. Lacey take on more of a teaching role.

54. Presswood went so far as to bring in Tara Williams, a director for DCTF, to tell Plaintiff that he should give Ms. Lacey more of a teaching role. Plaintiff informed Tara Williams of Ms. Lacey's unwillingness to abide by proper lesson plans and otherwise conduct herself appropriately, but Tara Williams continued to stress that Plaintiff needed to let Ms. Lacey have a teaching role.



55. In January 2008, Presswood finally instructed Plaintiff to direct Ms. Lacey and another new teaching assistant, Ms. Smith, to stop acting in a way that hindered Plaintiff's ability to teach his students effectively, and directed Plaintiff to tell him every time Ms. Lacey or Ms. Smith acted inappropriately or unprofessionally. He asserted that Plaintiff would be responsible for the teaching assistants' conduct if Plaintiff did not report it to Presswood.

56. Plaintiff wrote a memo to the teaching assistants relaying Presswood's instructions.

57. Upon receiving the memo, Ms. Lacey tore it apart and stormed out, exclaiming she was going to speak to Presswood.

58. Upon returning to the classroom, Ms. Lacey, in front of the entire class, called Plaintiff a "liar, backstabbing snitch," and made several derisive comments regarding Plaintiff's African heritage.

59. Plaintiff informed Presswood of Ms. Lacey's outburst, and Presswood took no action other than telling Plaintiff "he needed to fix the problem he created."

60. Presswood did make some effort to hold short conferences with Plaintiff and at least one of his teaching assistants, Mr. Walker, but these proved to be insincere.

61. In one of these conferences, Presswood told Mr. Walker to try and accommodate Plaintiff's "African culture."

62. Mr. Walker's inappropriate and unprofessional conduct did not cease after any of these conferences, and despite Plaintiff informing Presswood of this failure to improve, Presswood did not remove Walker from Plaintiff's classroom.

#### V. Presswood's Order that Plaintiff Falsify Student Scores and Records

63. The No Child Left Behind Act ("NLCB") requires public school districts to establish learning standards and benchmarks to assess yearly student achievement.

64. DCPS measures whether its students are meeting these standards and benchmarks by using an assessment called the District of Columbia Comprehensive Assessment System (“DC-CAS”).

65. For special education students, DCPS assesses their progress and achievement using the “DC-CAS Alternative.”

66. In administering the DC-CAS Alternative, the special education teacher selects grade level standards from an established list, and assesses a student to determine the student’s beginning level of knowledge as measured by the grade level standard. Based on the first assessment, the teacher educates the student to improve knowledge level, which is measured in an assessment given one to two weeks later, and repeated until the student shows a solid grasp on the knowledge covered by the grade level standard. The teacher records all dates of assessments and synopses of lessons and strategies used.

67. The purpose of DC-CAS Alternative is to demonstrate that a special education student has made adequate yearly progress.

68. Plaintiff conducted student assessments and taught lessons in accordance with the DC-CAS Alternative standards.

69. Assessment outcomes showed that Plaintiff’s special education students were making progress, but had not demonstrated the acceptable knowledge levels at the grade standard that would match their age.

70. Nonetheless, Presswood instructed Plaintiff to falsify the DC-CAS Alternative assessments and other records of his special education students to make it seem that his students had demonstrated acceptable progress in accordance with the requirements of DC-CAS and NCLB.

71. Plaintiff told Presswood he would not falsify any student records.

72. Presswood enlisted two other teachers at Ludlow to falsify the records of Plaintiff's special education students.

73. The records of the dates that the assessments were administered and the synopses of lessons and student progress were altered and parent signatures were forged.

74. In addition to altering the assessment records of Plaintiff's students, the two teachers, at Presswood's direction, wrote correct answers down for the students and told the students to copy the written answers when doing an assessment.

75. The librarian at Ludlow, Mr. Hess, observed Presswood directing teachers to alter and falsify student records.

#### VI. Presswood's Retaliatory Acts

76. Throughout his time at Ludlow, Plaintiff relayed various observations to Presswood regarding obvious problems in Plaintiff's classroom, including the problems with his teaching assistants and problems with classroom facilities and supplies.

77. Plaintiff made numerous pleas to Presswood for his assistance in fixing these problems.

78. Presswood did not provide any of the help Plaintiff requested.

79. Instead, Presswood acted to harass and threaten Plaintiff and hindered his ability to teach and continue fulfilling his obligations to the DCTF program.

80. In January 2008, Presswood issued a letter of warning to Plaintiff, accusing him of excessive tardiness and failure to follow lesson plans. These accusations were unwarranted, and Presswood never discussed these matters with Plaintiff, despite Plaintiff's request that Presswood explain and help Plaintiff understand why he issued the warning letter.

81. In February 2008, Presswood again issued another letter of warning to Plaintiff, accusing him of not monitoring students, failure to escort students, and failure to follow fire drill

procedures. Again, these accusations were unwarranted, and Presswood never discussed these matters with Plaintiff, despite Plaintiff's request that Presswood explain and help Plaintiff understand why he issued the warning letter.

82. Three months later on May 7, 2008, Plaintiff was issued a five (5) day suspension at Presswood's recommendation.

83. The notice of suspension stated that the grounds for Plaintiff's suspension was "insubordination," and specifically, failure "to follow instructions issued by your supervisor to conduct a classroom observation" in February 2008. This was stated despite the fact that Plaintiff never received from Presswood the required feedback and conference following his December 2007 classroom observation.

84. After receiving notice of his suspension, Plaintiff requested to see his personnel file to assess the basis for his suspension. Plaintiff was not given access to his file.

85. Presswood also made false allegations of corporal punishment against Plaintiff. In each instance, Plaintiff was found innocent of any wrongdoing.

86. On June 2, 2008, Plaintiff sent a letter by e-mail to Michelle Rhee describing in detail Presswood's actions, including his order that Plaintiff falsify student records, and describing the other various serious problems with the classroom environment he had brought to Presswood's attention but upon which Presswood refused to act.

87. On June 4, 2008, Presswood summoned Plaintiff to his office. Upon arriving to Presswood's office, Plaintiff encountered Presswood along with Tara Williams, director for DCTF, and Cynthia Bell, Assistant Director for Special Education at DCPS.

88. At the meeting in Presswood's office, Presswood angrily threatened to recommend to Rhee that she not reappoint Plaintiff to his teaching position for the next school year.

Presswood did not offer any reason during the meeting as to why he would make such a recommendation.

89. After the meeting, Plaintiff immediately wrote an e-mail to Tara Williams expressing his confusion and fear resulting from the meeting. Williams never responded to Plaintiff's e-mail.

90. On June 13, 2008, Presswood issued Plaintiff's evaluation for the previous year, and indicated that Plaintiff was either ineffective or needed improvement in every area of evaluation.

91. Presswood's evaluation was baseless, as it is contradicted by the numerous statements of Plaintiff's colleagues and parents of his students that demonstrate Plaintiff was a hardworking teacher who was effective in improving his students' abilities and was consistently trying to improve his teaching skills.

#### VII. Rhee's, the District of Columbia's, and DCPS'S Retaliatory Acts

92. On June 2, 2008, Plaintiff sent a letter by e-mail to Chancellor Rhee. In his letter, he disclosed the problems he encountered at Ludlow, including: his baseless suspension; denial of access to his personal file; Presswood's action of having student's records falsified to misrepresent their performance on assessments and other measures of progress and achievement; the teaching assistants' conduct that hindered Plaintiff's ability to teach and created a hostile environment; and Presswood's failure to provide help or feedback.

93. Plaintiff's e-mail requested an investigation into the problems he encountered at Ludlow.

94. On July 9, 2008, Plaintiff met with Ronald Williams from the Chancellor's office.

95. Tara Williams joined the meeting and stated that Presswood had recommended nonrenewal of Plaintiff's teaching position at Ludlow.

96. Tara Williams offered no support to Plaintiff during this meeting.

97. At the end of the July 9, 2008 meeting, Ronald Williams made numerous threats to Plaintiff, including that he would be terminated from his teaching position and that he would be receiving a termination letter.

98. On August 19, 2008, Plaintiff returned to Ludlow for the first day of the school year, expecting to continue his job as a special education teacher. Up to that date, he had not received any notice or other confirmation that he had in fact been terminated.

99. Upon his arrival to Ludlow on August 19, 2008, Ludlow's new principal told Plaintiff that he had been terminated.

100. On August 19, 2008, the Human Resources Director for DCPS printed a copy of the termination letter for Plaintiff at Plaintiff's request.

101. The termination letter was dated July 15, 2008.

102. Plaintiff's termination letter stated that "based on input from your principal and your status as a probationary employee, your position as teacher with District of Columbia Schools is terminated effective August 1, 2008."

103. On information and belief, after investigating the circumstances of Plaintiff's termination, the DC Department of Employment Services found he was not fired for cause.

VII. Presswood's and DCPS's Retaliatory Actions  
Led to Plaintiff's Inability to Continue in the DCTF Program

104. On July 6, 2008, Allyssia James, the Project Director for DCTF, informed Plaintiff that he would no longer be able to attend GWU unless Plaintiff received clearance from DCTF, and specifically, from Tara Williams.

105. Tara Williams informed Plaintiff that because Presswood was not recommending Plaintiff to continue in his teaching role, Plaintiff no longer could take courses at GWU.

106. In an e-mail dated October 7, 2008, James informed Plaintiff that because he was no longer a member of DCTF, he was no longer a member of the “cohort” through which Plaintiff had to fulfill his classroom portion of his coursework necessary to complete his graduate program.

107. Plaintiff is unable to find meaningful employment as an educational professional because of his wrongful termination from DCPS and the DCTF program,

108. Plaintiff is without the financial means necessary to continue the GWU masters program.

**COUNT I – DEPRIVATION OF PLAINTIFF’S CONSTITUTIONAL RIGHTS UNDER 42 U.S.C. § 1983: RETALIATION FOR PLAINTIFF’S USE OF SPEECH PROTECTED UNDER THE FIRST AMENDMENT**

109. Plaintiff incorporates by reference the factual allegations contained in paragraphs 1 through 108 of this complaint.

110. Presswood and Rhee, under the color of the law of the District of Columbia, wrongfully retaliated against Plaintiff for engaging in speech protected by the First Amendment to the Constitution of the United States.

111. Plaintiff’s disclosures to Presswood regarding the problems with Ludlow’s teaching assistants, problems with Ludlow’s inadequate classroom supplies and facilities, problems with Ludlow’s failure to provide a proper learning environment for special education students, and Plaintiff’s refusal to follow Presswood’s orders to falsify student records all constitute speech relating to matter of public concern, as they concern waste, abuse, fraud, unethical conduct, and ineffective and/or illegal use of funds in the public education system.

112. Plaintiff was under no duty, contractually or otherwise, to make these disclosures.

113. As a result of his disclosures to Presswood, Presswood took a number of retaliatory actions against Plaintiff, including but not limited to (1) suspending him for five days, (2) threatening to and ultimately not recommending Plaintiff for reappointment, (3) giving Plaintiff an

unjustified poor evaluation that did not reflect Plaintiff's satisfactory performance, and (4) intentionally choosing not to help Plaintiff control the conduct of his teaching assistants.

114. Plaintiff's disclosures were a significant motivating factor, if not the sole cause, for Presswood's retaliatory actions.

115. Plaintiff's disclosures to Rhee and Ronald Williams regarding Presswood's directive to falsify student records, that Presswood and other teachers at Ludlow had falsified student records, and the other serious problems Plaintiff observed and encountered at Ludlow all constitute speech relating to matter of public concern, as they concern waste, abuse, fraud, unethical conduct, and ineffective and/or illegal use of funds in the public education system.

116. Plaintiff was under no duty, contractually or otherwise, to make these disclosures.

117. As a result of his disclosures to Rhee and Ronald Williams, Rhee retaliated against Plaintiff by causing his termination as an employee from DCPS.

118. Plaintiff's disclosures were a significant motivating factor, if not the sole cause, for Rhee's retaliatory action.

119. Presswood's and Rhee's retaliatory actions against Plaintiff's protected speech caused Plaintiff to suffer serious monetary, professional, and mental injury.

**COUNT II – DCPS'S AND THE DISTRICT OF COLUMBIA'S UNLAWFUL RETALIATION IN VIOLATION OF THE DISTRICT OF COLUMBIA'S WHISTLEBLOWER ACT, D.C. 1-615.51, et seq.**

120. Plaintiff incorporates by reference the factual allegations contained in paragraphs 1 through 119 of this complaint.

121. Plaintiff made numerous disclosures to Presswood, Rhee, Ronald Williams, and others regarding Presswood's directive to falsify student records, that Presswood and other teachers at Ludlow had falsified student records, and the other serious problems Plaintiff observed and encountered at Ludlow.



122. These disclosures all relate to matters of public concern, as they concern waste, gross mismanagement, abuse, fraud, unethical conduct, and ineffective and/or illegal use of funds in the public education system.

123. Plaintiff made these disclosures to Presswood, Rhee, and Ronald Williams with the intent that they receive the disclosures in their capacity of employees of DCPS and the District of Columbia.

124. Plaintiff's disclosures were a contributing factor to the decision of DCPS and the District of Columbia to suspend and ultimately terminate Plaintiff.

125. But for Plaintiff's disclosures, he would not have been suspended or terminated.

126. As a result of DCPS and the District of Columbia wrongful suspension of and termination of Plaintiff for his disclosures of serious matters of public concern, Plaintiff has suffered serious monetary, professional, and mental injury.

**COUNT III – DCPS'S AND THE DISTRICT OF COLUMBIA'S  
UNLAWFUL RETALIATION IN VIOLATION OF THE  
DISTRICT OF COLUMBIA'S HUMAN RIGHTS ACT**

127. Plaintiff incorporates by reference the factual allegations contained in paragraphs 1 through 126 of this complaint.

128. Throughout his time at Ludlow, Plaintiff was subjected to derisive comments about his African origins.

129. His teaching assistants made insulting and harassing comments on numerous occasions about Plaintiff's African origins, which were intended to incite Plaintiff's students also to make insulting and harassing comments about Plaintiff's African origins.

130. A number of Plaintiff's students, upon hearing derisive comments, made insulting and harassing comments about Plaintiff's African origins.

131. Presswood also made derisive and harassing comments about Plaintiff's African origins.

132. The above-described insulting and harassing comments regarding Plaintiff's African origin created an abusive and hostile working environment for Plaintiff, as he was severely hampered in his ability to teach effectively, maintain professional relationships with his teaching assistants and Presswood, and have respectful relationships with his students, despite his great efforts to do so.

133. As a result of having to work in a hostile work environment and suffering multiple adverse actions as a result of his African origins, Plaintiff has suffered serious monetary, professional, and mental injury.

**COUNT IV – BREACH OF CONTRACT – WRONGFUL TERMINATION**

134. Plaintiff incorporates by reference the factual allegations contained in paragraphs 1 through 133 of this complaint.

135. The District of Columbia offered Plaintiff a teaching position in writing and he accepted the offer.

136. In accepting the offer and in accordance with the partnership between the District of Columbia and DCTF, Plaintiff agreed to teach for a minimum of four years, pursue his teaching certification and obtain a full teaching license.

137. In exchange, the District of Columbia agreed to employ Plaintiff, in accordance with his promise to teach for a minimum of four years, pay Plaintiff a salary, and grant him a provisional teaching license.

138. On information and belief, the District of Columbia, as part of its partnership with DCTF and TNTP, agreed to pay part of Plaintiff's tuition at GWU and/or endorsed Plaintiff having his tuition paid as part of the agreement.

139. Plaintiff was not an at-will employee.

140. The District of Columbia did not have any legitimate cause for firing Plaintiff.

141. The District of Columbia's unjustified termination of Plaintiff constitutes a breach of contract.

142. Plaintiff has suffered serious monetary, professional, and mental injury from the breach of contract.

**COUNT V – BREACH OF CONTRACT –  
FAILURE TO PAY TUITION PROMISED**

143. Plaintiff incorporates by reference the factual allegations contained in paragraphs 1 through 142 of this complaint.

144. On information and belief, DCPS was in a partnership or other arrangement with DCTF and/or TNTP whereby the parties worked together to recruit, hire, and assign teachers within the DCPS system.

145. Plaintiff was recruited by DCTF and hired by DCPS as a special education teacher. In exchange for promising to teach in DCPS for at least four years and obtain his teaching certification through successfully completing a master's program at GWU, DCTF, TNTP, and/or DCPS promised in writing and/or orally to Plaintiff to pay part of his tuition for the GWU program.

146. Plaintiff diligently worked to complete the GWU program while enrolled, and as detailed herein, performed well as a special education teacher as Ludlow.

147. As a result of his wrongful termination, Plaintiff stopped receiving tuition support from DCTF, TNTP, and/or DCPS, and as a result could no longer afford to remain in the master's program at GWU.

148. Because Plaintiff met his obligations under his agreement with DCTF, TNTP, and/or DCPS, the withholding of Plaintiff's tuition support constitutes a breach of contract.

149. As a result of the breach, Plaintiff has suffered significant monetary and professional harm, as he can no longer pursue the teaching certification he desired and cannot find suitable employment as an educator.

**COUNT VI – CIVIL CONSPIRACY TO  
WRONGFULLY TERMINATE PLAINTIFF**

150. Plaintiff incorporates by reference the factual allegations contained in paragraphs 1 through 149 of this complaint.

151. As detailed herein, Plaintiff made a number of disclosures to Presswood, Rhee, and others regarding the serious problems he observed and encountered at Ludlow, and he refused to comply with Presswood's orders to illegally and unethically falsify student records.

152. As a result, Presswood, Rhee, DCTF, and/or TNTP did expressly and/or tacitly agree to intimidate and ultimately wrongfully terminate Plaintiff for refusing to comply with Presswood's orders and for Plaintiff's desire for an investigation into the wrongdoing and other problems he reported taking place at Ludlow, despite the existence of a contract between Plaintiff and DCPS, DCTF, and/or TNTP.

153. On information and belief, the intent of the agreement was to ensure Plaintiff would be silenced and that he would be punished for his failure to comply with Presswood's orders, to ensure that other teachers, including those hired through the DCTF partnership, would be motivated not to reveal wrongdoings they observed, particularly the falsification of test scores and other student records.

154. Tara Williams, acting as a director of DCTF and an agent of TNTP, participated in the June 4, 2008 meeting where Plaintiff was threatened with non-renewal and she joined in

intimidating Plaintiff and furthering the agreement to terminate Plaintiff for speaking out about the wrongdoings at Ludlow.

155. Plaintiff refused to comply with Presswood's orders to illegally and unethically falsify student records and refused to keep his silence about this and other serious problems he observed at Ludlow. As a result, Rhee terminated Plaintiff in retaliation, in accordance with the agreement.

156. As a result of the agreement between DCTF, TNTP, Rhee, and/or Presswood and the resulting wrongful termination of Plaintiff, Plaintiff has suffered serious monetary, professional, and mental injury.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

157. Injunctive relief against the District of Columbia, mandating reinstatement to his position as a special education teacher and a re-grant of his provisional teaching license;

158. Injunctive relief against Presswood and the District of Columbia, mandating that Plaintiff be permitted a work environment free of discrimination and hostility toward him as a result of his African origins;

159. Injunctive relief against the District of Columbia, TNTP, and/or DCTF, mandating that Plaintiff be permitted to re-join the DCTF program and enjoy all its benefits and privileges, including any steps necessary to ensure Plaintiff can pursue and obtain his full teaching certification;

160. Actual and compensatory damages against the District of Columbia for its violation of the District of Columbia Whistleblower Act;

161. Actual and compensatory damages against the District of Columbia for breach of its contract with Plaintiff, including but not limited to wrongfully withheld tuition support and/or contributing to the wrongful withholding of tuition support;

162. Actual and compensatory damages against DCTF and/or TNTP, jointly and severally, for breach of their contract with Plaintiff, including but not limited to wrongfully withheld tuition support and/or contributing to the wrongful withholding of tuition support;

163. Actual and compensatory damages against Presswood for his retaliatory actions against Plaintiff based on Plaintiff's exercise of protected speech, in contravention of Plaintiff's First Amendment rights and 42 U.S.C. § 1983;

164. Actual and compensatory damages against Rhee for her retaliatory actions against Plaintiff based on Plaintiff's exercise of protected speech, in contravention of Plaintiff's First Amendment rights and 42 U.S.C. § 1983;

165. Actual and compensatory damages against Presswood, Rhee, DCTF, and/or TNTP, jointly and severally, for their agreement to intimidate and wrongfully terminate Plaintiff for his refusal to comply with Presswood's orders to falsify student records and Plaintiff's disclosure of this and other wrongdoings at Ludlow;

166. Punitive damages against all parties for their knowing, willful and deliberate termination of Plaintiff for his refusal to commit illegal, wrongful, and unethical conduct and his disclosures of the same;

167. Any such other, further, different or additional relief as this court deems equitable and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff demands trial by jury on his preceding claims.

Dated: June 15, 2011

/s/ JT Morris  
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*Attorneys for Plaintiff Bruno K. Mpoy*

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing *Second Amended Complaint* was served by electronic mail on June 15, 2011 upon the counsel listed below:

James Anthony Towns  
Assistant Attorney General  
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