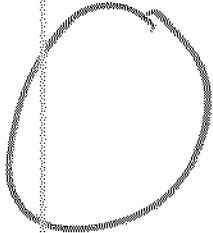


BMS



UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

AYESHA IMANI,  
Plaintiff

v.

KHEPERA CHARTER SCHOOL  
BOARD OF TRUSTEES, RICHARD  
ISAAC, RICHARD WHITE, DELORES  
TURNER, BARBARA GUERRERO,  
and CARNLEY NORMAN  
Defendants

2:08-CV-5347

(JUDGE SCHILLER)

JURY TRIAL DEMANDED

Electronically Filed

**FILED**

DEC - 9 2008

MICHAEL E. KUNZ, Clerk  
By JL Dep. Clerk

AMENDED COMPLAINT

JURISDICTION

1. This action is brought to redress violations of Plaintiff's rights secured by 42 U.S.C § 1983 in the nature of a violation of the First Amendment of the Constitution of the United States, and the common law of the Commonwealth of Pennsylvania. The United States District Court for the Eastern District of Pennsylvania has jurisdiction over this cause of action pursuant to 28 U.S.C. § 1331. The United States District Court for the Eastern District of Pennsylvania has supplemental jurisdiction over the pendant state

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claim pursuant to 28 U.S.C. § 1367 (a).

### VENUE

2. United States District Court for the Eastern District of Pennsylvania is the proper venue for this cause of action by reason of the activities of the defendants complained of herein having occurred within the geographical confines of this Court's jurisdiction.

### PARTIES

3. The Plaintiff, Dr. Ayesha Imani, an adult female, resides at 7743 A Washington Lane, Elkins Park, PA 19027.

4. Defendant Khepera Charter School Board of Trustees, (hereinafter "Board") with offices located at 144 Carpenter Lane, Philadelphia, Pa, is the governing body of the Khepera Charter School which is incorporated under the laws of the Commonwealth of Pennsylvania.

5. Defendant Richard Isaac, an adult male, is President of the Board, acting under color of state law, and being sued in his individual capacity.

6. Defendant Richard White, an adult male, is a member of the Board, acting under color of state law, and being sued in his individual capacity.

7. Defendant Delores Turner, an adult female, is a member of the Board, acting under color of state law, and being sued in her individual capacity.

8. Defendant Barbara Guerrero, an adult female, is a member of the Board, acting under color of state law, and being sued in her individual capacity.

9. Defendant Dr. Carnley Norman, an adult male, is Vice President of the Board, acting under color of state law, and being sued in his individual capacity.

### COUNT ONE

10. In February 2007, the Plaintiff was hired as the Chief Administrative Officer by the Defendant Board.

11. The written contract setting forth the terms and conditions of the Plaintiff's employment was executed in February 2007.

12. The term for her employment contract ended July 31, 2007.

13. The term was renewed for the period August 1, 2007 through July 31, 2008.

14. All terms and conditions remained the same, except salary, which was raised to \$90,000.

15. During the August 1, 2007 through July 31, 2008 term conflicts frequently arose between the Plaintiff and Defendant Isaac.

16. During the August 1, 2007 through July 31, 2008 term Dr. Imani informed the Board that she was establishing a new charter school effective July 1, 2009, and she intended serve as Chief Administrative Officer for that new charter school.

17. Pursuant to the regulations governing charter schools, a person may only serve as Chief Administrative Officer at one school.

18. In June 2008, the Board approved a salary increase to \$95,000 for Dr. Imani in the budget for the school year 08-09.

19. On August 1, 2008, following the July 31, 2008 expiration of her contract, the Plaintiff informed the entire Board that she would not renew her employment contract.

20. On or about August 9, 2008, Dr. Carnley Norman, Vice President of the Board, contacted the Plaintiff and solicited her to continue her employment.

21. The Plaintiff expressly stated that she would not return as Chief Administrative Officer unless the parties could agree on certain key changes in the terms and conditions of her employment.

22. The parties negotiated the terms and conditions for the new term by way of a series of conferences calls and email communications, which included members of the Board.

23. Dr. Norman served as the negotiator for the Board during negotiations.

24. By August 13, 2008, the parties had reached agreement on the following terms and conditions: a) Dr. Imani will receive a binding employment contract, not at-will, for a term ending with the conclusion of the school year, June 30, 2008; b) Dr. Imani will be paid a salary of \$85,000 for the term; c) Dr. Imani will serve as Chief Administrative Officer until the completion of the renewal process for Khepera Charter School, estimated to be the end of January 2009, during which time Dr. Imani's on-site work schedule is to be determined at her sole discretion; d) The Board will select, at its sole discretion, deliverables to be provided by Dr. Imani during the term from a list submitted by Dr. Imani; e) After the completion of the renewal process, estimated to be the end of January 2009, the

Assistant Chief Administrative Officer will serve as interim Chief Administrative Officer; f) Once the interim Chief Administrative Officer is appointed, Dr. Imani would operate as an employee on "retainer", which means she will not report to the Khepera Charter School building, except as needed to assist in the transition of the interim Chief Administrative Officer or assist in the completion of the renewal process; and g) A liaison will be appointed to facilitate communications between the Board and Dr. Imani, in order to eliminate conflicts between Dr. Imani and Mr. Isaac.

25. All parties understood the Plaintiff accepted a reduction in salary as Chief Administrative Officer in exchange for increased job security and guaranteed income, the elimination of conflicts with Defendant Isaac, the freedom to set her scheduling, and the four month retainer period in which to work on the development of her new charter school.

26. On or about August 13, 2008, via email, the Plaintiff submitted a list of 12 deliverables, with the understanding that the Board could select, for her completion, any or all of the deliverables listed.

27. On or about August 13, 2008, via conference call, the

Board agreed to all terms and conditions set forth above herein.

28. On August 14, 2008, via telephone a call, Dr. Norman confirmed the Board's agreement to the terms and conditions, at which point the Plaintiff agreed to resume the duties of the Chief Administrative Officer.

28. On or about August 15, 2008, the Plaintiff returned as Chief Administrative Officer relying on the oral agreement and with the understanding that the oral agreement would be reduced to writing within a reasonable period of time.

30. The Plaintiff began performing the day to day duties of the Chief Administrative Officer, and commenced the completion of the deliverables identified by the Board.

31. The Plaintiff declined other employment opportunities in order to accept the new contract with Khepera Charter School.

32. On August 23, 2008, via email, Dr. Norman notified the Plaintiff that the Board selected five deliverables from the list as priorities, and explained that the remaining deliverables on the list were the subjects of further discussion by the Board.

33. On or about September 11, 2008, Defendant Isaac sent a proposed written agreement which did not reflect the agreed upon terms and conditions.

34. On September 16, 2008, in an email communication to Khepera Charter School's accountant, Defendant Isaac stated that the Plaintiff was not under contract.

35. On September 23, 2008, the Plaintiff, through her legal counsel, provided a written copy of a document in contract form that reflected the agreed upon terms and conditions.

36. Despite repeated efforts to persuade the Board to honor its agreement, the Board has refused to implement the terms and conditions reached as of August 14, 2008.

37. As late as September 26, 2008, the Board reiterated its refusal to honor the negotiated agreement by offering a revised proposed contract that did not reflect the agreed upon terms and conditions.

38. As a direct result of the Defendant's refusal to honor its agreement, the Defendant Board is in breach of contract.

39. As a direct result of the Defendant Board's breach of



contract, the Plaintiff is working as an at-will employee, without job security, without a guaranteed income of \$85,000, and without the freedom to determine her work schedule as agreed.

**WHEREFORE**, the Plaintiff, Dr. Ayesha Imani, demands judgment against the Defendant Khepera Charter School Board of Trustees, enforcement of the contract, costs, plus reasonable counsel fees.

### COUNT TWO

40. Paragraphs 1 through 39 are incorporated herein by reference as though set forth in full.

41. On October 6, 2008, the Plaintiff filed a complaint in the Court of Common Pleas, Philadelphia County seeking redress for the breach of contract.

42. Defendant Board was served that same day.

43. On October 15, 2008, at a public meeting, Defendants Isaac, White, Turner, and Guerrero unanimously approved a resolution which demoted the Plaintiff by substantially reducing her duties and authority.

44. Those duties and authority were transferred to the Assistant Chief Administrative Officer, Carol Parkinson-Hall.

45. As provided by the resolution: "The Assistant CAO shall continue to have all of the duties and responsibilities historically given to the CAO of the Khepera Charter School."

46. On October 20, 2008, Defendant Isaac, in his capacity as President of the Board, issued a notice implementing the resolution and directing the entirety of the staff at Khepera Charter School to report to Hall, not the Plaintiff.

47. The employment practices, as specified hereinbefore, constituted reprisal, created a hostile environment, and constituted a violation of the First Amendment of the United States Constitution, and 42 U.S.C. § 1983.

48. As a direct result of the intentional and willful violations of the Plaintiff's rights, as specified hereinbefore, the Plaintiff has suffered embarrassment, humiliation, and mental anguish, to her great damage and loss.

49. As a direct result of the intentional and willful violations of the Plaintiff's rights, as specified hereinbefore, the Plaintiff has incurred counsel fees and court and other costs in an effort to seek redress for the violations of her civil rights.

50. As a direct result of the intentional and willful violations of

the Plaintiff's rights, as specified hereinbefore, committed by Defendants Isaac, White, Turner and Guerrero, as specified hereinbefore, the defendants are liable to the Plaintiff for all injuries, compensatory and punitive damages, all counsel fees and all costs incurred by the Plaintiff in this action for the deprivation and violation of her civil rights,

**WHEREFORE**, the Plaintiff, Ayesha Imani, demands judgment against the Defendants Isaac, White, Turner and Guerrero in an amount in excess of \$250,000, with interest and costs, plus reasonable counsel fees.

### **COUNT THREE**

51. Paragraphs 1 through 50 are incorporated herein by reference as though set forth in full.

52. On November 12, 2008 filed the instant federal complaint.

53. Defendants were notified through their counsel of the filing of the complaint on November 13, 2008.

54. On November 19, 2008, at a public meeting, Defendants Isaac, White, Turner, Guerrero and Norman unanimously approved a resolution which dismissed the Plaintiff.

55. The employment practices, as specified hereinbefore, constituted reprisal, and constituted a violation of the First Amendment of the United States Constitution, and 42 U.S.C. § 1983.

56. As a direct result of the intentional and willful violations of the Plaintiff's rights, as specified hereinbefore, the Plaintiff has suffered embarrassment, humiliation, and mental anguish, to her great damage and loss.

57. As a direct result of the intentional and willful violations of the Plaintiff's rights, as specified hereinbefore, the Plaintiff has incurred counsel fees and court and other costs in an effort to seek redress for the violations of her civil rights.

58. As a direct result of the intentional and willful violations of the Plaintiff's rights, as specified hereinbefore, committed by Defendants Isaac, White, Turner, Guerrero, and Norman, as specified hereinbefore, the defendants are liable to the Plaintiff for all injuries, compensatory and punitive damages, all counsel fees and all costs incurred by the Plaintiff in this action for the deprivation and violation of her civil rights,

**WHEREFORE**, the Plaintiff, Ayesha Imani, demands judgment against the Defendants Isaac, White, Turner, Guerrero, and

Norman in an amount in excess of \$250,000, with interest and costs,  
plus reasonable counsel fees.

Respectfully submitted,



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December 8, 2008