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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

MARCIA LYLES,

Plaintiff,

vs.

JERSEY CITY BOARD OF EDUCATION,
SUDHAN THOMAS, both individually and as
a member of the Jersey City Board of
Education; MARILYN ROMAN, both
individually and as a member of the Jersey City
Board of Education; JERSEY CITY
EDUCATION ASSOCIATION; and
RONALD F. GRECO, both individually and as
an officer of the Jersey City Education
Association,

Defendants.

Civil Action No.

COMPLAINT AND JURY DEMAND

Marcia Lyles, having her address at 474 Warren Street, Jersey City, New Jersey, says:

JURISDICTION AND VENUE

1. This Court has original subject matter jurisdiction over the violations alleged in this Complaint pursuant to the provisions of 42 U.S.C. § 1983, 1985 and 1988 and 28 U.S.C. §§ 1331 and 1343. Pursuant to 28 U.S.C. § 1367(a), this Court has supplemental jurisdiction over Plaintiff's state law claims.

2. Venue is proper in the United States District Court for the District of New Jersey pursuant to 28 U.S.C.A. § 1391(a) in that the events giving rise to the claims set forth in the Complaint occurred in the District of New Jersey.

PARTIES

3. Plaintiff Marcia Lyles (“Lyles”) is the Superintendent of the Jersey City Public Schools. She resides in Jersey City, New Jersey.

4. Defendant Jersey City Board of Education (“the JCBOE”) is a body politic and corporate, organized and existing by virtue of the laws of the State of New Jersey, N.J.S.A. 18A:11-1, which is entrusted with maintaining and conducting the public schools of Jersey City.

5. Defendant Sudhan Thomas (“Thomas”) is a member of the JCBOE, has served as a member since January of 2017, is currently the President of the JCBOE, and has served as President since January of 2018. Thomas is sued in both his official capacity and in his individual capacity.

6. Defendant Marilyn Roman (“Roman”) is a member of the JCBOE and has served as a member since April of 2012. Roman is sued in both her official capacity and in her individual capacity.

7. Defendant Jersey City Education Association (“JCEA”) is a labor organization which represents the teaching staff and other employees of the JCBOE.

8. Defendant Ronald F. Greco (“Greco”) is the President of the JCEA. Greco has served as JCEA President since 2012. Greco is sued in both his official capacity and in his individual capacity.

BACKGROUND

9. The JCBOE consists of nine (9) members, all of whom are elected.

10. In 1989, the State of New Jersey Department of Education took over the operation of the Jersey City School System.

11. In 2012, while the JCBOE was still under the control of the State of New Jersey Department of Education, Lyles was hired as its Superintendent by a 6-2 vote of the Board of Education. Her contract was from July 1, 2012 through June 30, 2016.

12. In 2016, by operation of law, and over the objection of Greco, the JCEA, and one or more board members, Lyle's contract was extended for another four-year term.

13. In fact, Greco sued to prevent the extension of the contract, but his Petition was dismissed by the Commissioner of Education, and that dismissal was affirmed by the Appellate Division of the New Jersey Superior Court on June 25, 2018.

14. Lyles' current contract will expire on June 30, 2020.

15. In 2016 the State returned the personnel and operations elements to the JCBOE, and in 2018 the State returned full local control to the JCBOE.

16. Unburdened by State supervision and aware that the Lyles' contract had been extended, during 2018 and extending into 2019, and the individual defendants and the JCEA have engaged in a pattern of harassment and misconduct towards Lyles, culminating on January 2, 2019, with an unlawful Board Resolution of non-renewal of her contract.

17. The harassment and misconduct, by way of example only and not by way of limitation, include:

- a. Motivated by their personal and political agendas, Board President Thomas, Greco, and the JCEA, influenced the JCBOE to routinely refuse to give Lyles the tools needed to run the District, in an attempt to cause her to fail as Superintendent.
- b. The JCBOE, at the urging of Board President Thomas, and with the apparent encouragement and support of Greco and the JCEA, arbitrarily, capriciously, and in bad faith rejected needed personnel appointments recommended by Lyles, who, in making those recommendations, was fulfilling her statutory obligation pursuant to, inter alia, N.J.S.A. 18A:27-4.1.
- c. The JCBOE, at the urging of Board President Thomas, and with the apparent encouragement and support of Greco and the JCEA, in or about June of 2018, rejected Lyles' recommendation to renew her top level staff, including the General Counsel, and instead arbitrarily, capriciously, and in bad faith voted down the reappointments, again leaving Lyles without the tools needed to run the District properly.
- d. The JCBOE, along with Thomas and Greco and the JCEA, have violated Lyles' right to privacy, sharing personnel comments with JCEA officials and others in an intentional, malicious, and plainly unlawful fashion.
- e. Since becoming Board President, Thomas, together with Greco and the JCEA, have repeatedly defamed and attempted to diminish Lyles in the eyes of the JCBOE, the professional and non-professional staff of the JCBOE, the New Jersey Department of Education, and the public.

- f. Since becoming Board President in January of 2018, Thomas has grossly exceeded his lawful role as a board member, has continuously harassed the Superintendent, has interacted directly with staff, bypassing the Superintendent, and purporting to instruct them and sometimes to threaten them, has sent directly to or copied the Superintendent on over one thousand (1,000) emails, and has micro managed the District in a fashion clearly violative of applicable legal and ethical requirements.
- g. As a result of the JCBOE's June 2018 action, as set forth in Paragraph 18(c), the District was left without an in house general counsel, which was an important and valuable tool for Lyles in performing the functions of Superintendent.
- h. Despite the requirements of both her contract and State law, the JCBOE has failed and refused to evaluate Lyles' job performance since 2014.
- i. Despite the requirements of both her contract and State law, the JCBOE has failed and refused to refer criticisms or complaints to Lyles and, instead, has engaged in unethical micromanagement of the School District.
- j. Even though Lyles is a statutory, non-voting member of the JCBOE, Thomas refused to allow her to participate fully in or even to speak on critical issues.
- k. On or about January 2, 2019, with the advance knowledge, approval, and active participation of Thomas, and at the urging of Greco and the JCEA, Roman introduced a Resolution of non-renewal of Lyles' contract, even though (i) the contract still had eighteen (18) months until it ended; (ii) the meeting was a special organization meeting, with a specific, published agenda, which did not include the non-renewal motion, which was illegally added to the agenda when

the motion was made; (iii) the statutory requirement of 120 days' advance notice of non-renewal should properly be considered by the next board of education, will include members elected in November of 2019 and seated in January of 2020; and (iv) the actual and primary intention of the Resolution was to embarrass and defame Lyles.

18. Following the January 2 non-renewal, Board President Thomas planned, with the active assistance and participation of Roman, Greco and the JCEA, a "special" meeting of the Board of Education, which took place on January 24, 2019.

19. The January 24 meeting was not called for action and had no business purpose whatsoever. Rather, it was a forum carefully orchestrated by Board President Thomas, Roman, Greco, and the JCEA to attempt to drive the last nail into the coffin of Lyles' superintendency, authority, and reputation.

20. At the outset of the meeting, which lasted approximately two and one-half hours, Board President Thomas stated disingenuously that it was a "listening" meeting "to help in the decision making process." This was disingenuous because the decision that most speakers addressed, by design, was the removal of Superintendent Lyles, which was a decision that had already been made at the prior meeting.

21. In fact, the January 24, 2019 special meeting was orchestrated by Board President Thomas, Roman, Greco, and the JCEA to create an environment in which it would be impossible for Lyles to stay until her contract expired, but instead to force her to leave immediately.

22. Although Board President Thomas began the meeting by announcing that the public was to "refrain from attacking board members personally," he did not apply that rule to attacks on

Lyles, who, as Superintendent, is a statutory, non-voting member of the board of education. Instead, he let personal attacks on Superintendent Lyles go unchecked.

23. Approximately twenty-five individuals spoke, and the vast majority of the public comment was scripted in either word or substance, or both.

24. No fewer than twelve (12) of the speakers attacked Superintendent Lyles in the most offensive, personal, and mean-spirited ways imaginable, and Board President Thomas permitted all of it. Several of the speakers were officers of the JCEA, including JCEA President Greco himself.

25. In what was plainly a predetermined agenda, speakers falsely blamed Superintendent Lyles for a "\$70 million deficit," branded her an "outsider," told her to put an "out of business" sign on her office door, told her to "be on her merry way," accused her of "misuse" of funds, told her to resign "effective immediately," told her it was time for her to "pack up and go," and, in the words of JCEA President Greco, who said that the Superintendent does "nothing," told her to "pack your bag."

26. Board President Thomas permitted all of this, without interruption. In fact, the only time that Thomas interrupted anyone was when fellow board member Shapiro, a supporter of the Superintendent, was speaking.

27. Additionally, during Shapiro's remarks, in which he accurately characterized the meeting as having no purpose other than "an opportunity to bash the administration," JCEA President Greco is clearly heard interrupting Mr. Shapiro to shout out: "JCEA members, you can go home." The entire January 24, 2019 meeting may be viewed at http://www.jcboe.org/boe2015/index.php?option=com_content&view=article&id=183&Itemid=11

04.

28. During the past twenty-four months, as indicated, without limitation, by the preceding Paragraphs 16 – 27, Greco and the JCEA have intentionally, maliciously, and tortuously interfered with Lyles’ current and prospective economic and contractual rights with the JCBOE.

29. During the past twenty-four months, as indicated, without limitation, by the preceding Paragraphs 16 – 27, Board President Thomas, board member Roman, and the JCBOE have created an unlawfully hostile work environment for Lyles.

COUNT I
(42 U.S.C. § 1983)

30. Lyles repeats the allegations of Paragraphs 1 – 29 as if set forth herein at length.

31. By their actions, as aforesaid, and acting with deliberate and/or conscious indifference to the Lyles’ constitutional rights, the defendants violate Lyles’ rights including but not limited to her right to Due Process under the Fifth and Fourteenth Amendments to the United States Constitution, as well as her free speech and associational rights under the First Amendment to the United States Constitution, which violations were given imprimatur by an official decision or decisions made under color of law by one or more individuals vested with authority, actual and/or implied, to make such decisions for a public body of the State of New Jersey.

32. In addition to its direct liability, the JCBOE is also vicariously responsible for the actions of Thomas and Roman, its agents, officers, or employees, by way of the doctrine of respondeat superior, and the JCEA, in addition to its direct liability, is also vicariously responsible for the actions of Greco, its agent, officer or employee, by way of the doctrine of respondeat superior.

33. As a result, Lyles has suffered and will continue to suffer serious damages, both dignitary, financial and emotional damages, as well as damage to her good name and to her personal and professional reputation.

WHEREFORE, Marcia Lyles demands damages on this COUNT I, against all defendants, jointly and severally, for:

- (a) Compensatory Damages
- (b) Punitive Damages
- (c) Attorneys' fees and costs of suit, including but not limited to all recovery permitted by 42 U.S.C. § 1988
- (d) Such other relief as the Court and/or triers of fact may deem just.

COUNT II
(42 U.S.C. § 1985)

34. Lyles repeats the allegations of Paragraphs 1 – 33 as if set forth herein at length.

35. By their actions, as aforesaid, the defendants have conspired together to violate Lyles' civil rights and constitutional rights, including but not limited to her right to Due Process under the Fifth and Fourteenth Amendments to the United States Constitution, as well as her free speech and associational rights under the First Amendment to the United States Constitution.

36. In addition to its direct liability, the JCBOE is also vicariously responsible for the actions of Thomas and Roman, its agents, officers, or employees, by way of the doctrine of respondeat superior, and the JCEA, in addition to its direct liability, is also vicariously responsible for the actions of Greco, its agent, officer or employee, by way of the doctrine of respondeat superior.

37. As a result, Lyles has suffered and will continue to suffer serious damages, both dignitary, financial and emotional damages, as well as damage to her good name and to her personal and professional reputation.

WHEREFORE, Marcia Lyles demands damages on this COUNT II, against all defendants, jointly and severally, for:

- (a) Compensatory Damages
- (b) Punitive Damages
- (c) Attorneys' fees and costs of suit, including but not limited to all recovery permitted by 42 U.S.C. § 1988
- (d) Such other relief as the Court and/or triers of fact may deem just.

COUNT III
(Hostile Work Environment)

38. Lyles repeats the allegations of Paragraphs 1 – 37 as if set forth herein at length.

39. By their actions, the defendants, jointly and severally, have created, contributed to and maintained a work environment hostile to Lyles, designed to impugn her personally and professionally and to cause her great emotional harm.

40. In addition to its direct liability, the JCBOE is also vicariously responsible for the actions of Thomas and Roman, its agents, officers, or employees, by way of the doctrine of respondeat superior.

WHEREFORE, Marcia Lyles demands damages on this COUNT III, against all defendants, jointly and severally, for:

- (a) Compensatory Damages
- (b) Punitive Damages
- (c) Attorneys' fees and costs of suit, including but not limited to all recovery permitted by 42 U.S.C. § 1988

(d) Such other relief as the Court and/or triers of fact may deem just.

COUNT IV
(Tortious Interference)

41. Lyles repeats the allegations of Paragraphs 1 – 40 as if set forth herein at length.

42. By their actions, Greco and the JCEA have intentionally, maliciously, and tortuously interfered with Lyles' actual and prospective contracts and economic advantages.

43. In addition to its direct liability, the JCEA is also vicariously responsible for the actions of Greco, its agent, officer, or employee, by way of the doctrine of respondeat superior.

WHEREFORE, Marcia Lyles demands damages on this COUNT IV, against all defendants Greco and JCEA, jointly and severally, for:

(a) Compensatory Damages

(b) Punitive Damages

(c) Attorneys' fees and costs of suit, including but not limited to all recovery permitted by 42 U.S.C. § 1988

(d) Such other relief as the Court and/or triers of fact may deem just.