

Superior Court of the District of Columbia

Filed
D.C. Superior Court
02/16/2021 16:29PM
Clerk of the Court

CIVIL DIVISION- CIVIL ACTIONS BRANCH INFORMATION SHEET

CANDACE DAVIS, et al. _____ Case Number: _____
 vs _____ Date: _____
 INGENUITY PREP _____ One of the defendants is being sued
 in their official capacity.

Name: <i>(Please Print)</i> Jesse Winograd, Esq.	Relationship to Lawsuit
Firm Name: GOWEN SILVA & WINOGRAD, PLLC	<input checked="" type="checkbox"/> Attorney for Plaintiff
Telephone No.: (202) 380-9355 Six digit Unified Bar No.: 986610	<input type="checkbox"/> Self (Pro Se)
	<input type="checkbox"/> Other: _____

TYPE OF CASE: Non-Jury 6 Person Jury 12 Person Jury
 Demand: \$ _____ Other: _____

PENDING CASE(S) RELATED TO THE ACTION BEING FILED
 Case No.: _____ Judge: _____ Calendar #: _____
 Case No.: _____ Judge: _____ Calendar#: _____

NATURE OF SUIT: <i>(Check One Box Only)</i>		
A. CONTRACTS <input type="checkbox"/> 01 Breach of Contract <input type="checkbox"/> 02 Breach of Warranty <input type="checkbox"/> 06 Negotiable Instrument <input type="checkbox"/> 07 Personal Property <input checked="" type="checkbox"/> 13 Employment Discrimination <input type="checkbox"/> 15 Special Education Fees	COLLECTION CASES <input type="checkbox"/> 14 Under \$25,000 Pltf. Grants Consent <input type="checkbox"/> 17 OVER \$25,000 Pltf. Grants Consent <input type="checkbox"/> 27 Insurance/Subrogation <input type="checkbox"/> 07 Insurance/Subrogation <input type="checkbox"/> 28 Motion to Confirm Arbitration Award (Collection Cases Only)	<input type="checkbox"/> 16 Under \$25,000 Consent Denied <input type="checkbox"/> 18 OVER \$25,000 Consent Denied <input type="checkbox"/> 26 Insurance/Subrogation <input type="checkbox"/> Over \$25,000 Consent Denied <input type="checkbox"/> 34 Insurance/Subrogation <input type="checkbox"/> Under \$25,000 Consent Denied
B. PROPERTY TORTS <input type="checkbox"/> 01 Automobile <input type="checkbox"/> 03 Destruction of Private Property <input type="checkbox"/> 05 Trespass <input type="checkbox"/> 02 Conversion <input type="checkbox"/> 04 Property Damage <input type="checkbox"/> 07 Shoplifting, D.C. Code § 27-102 (a)		
C. PERSONAL TORTS <input type="checkbox"/> 01 Abuse of Process <input type="checkbox"/> 10 Invasion of Privacy <input type="checkbox"/> 17 Personal Injury- (Not Automobile, Not Malpractice) <input type="checkbox"/> 02 Alienation of Affection <input type="checkbox"/> 11 Libel and Slander <input type="checkbox"/> 18 Wrongful Death (Not Malpractice) <input type="checkbox"/> 03 Assault and Battery <input type="checkbox"/> 12 Malicious Interference <input type="checkbox"/> 19 Wrongful Eviction <input type="checkbox"/> 04 Automobile- Personal Injury <input type="checkbox"/> 13 Malicious Prosecution <input type="checkbox"/> 20 Friendly Suit <input type="checkbox"/> 05 Deceit (Misrepresentation) <input type="checkbox"/> 14 Malpractice Legal <input type="checkbox"/> 21 Asbestos <input type="checkbox"/> 06 False Accusation <input type="checkbox"/> 15 Malpractice Medical (Including Wrongful Death) <input type="checkbox"/> 22 Toxic/Mass Torts <input type="checkbox"/> 07 False Arrest <input type="checkbox"/> 16 Negligence- (Not Automobile, Not Malpractice) <input type="checkbox"/> 23 Tobacco <input type="checkbox"/> 08 Fraud <input type="checkbox"/> 24 Lead Paint		

SEE REVERSE SIDE AND CHECK HERE IF USED

Information Sheet, Continued

C. OTHERS

- | | |
|---|---|
| <input type="checkbox"/> 01 Accounting | <input type="checkbox"/> 17 Merit Personnel Act (OEA) |
| <input type="checkbox"/> 02 Att. Before Judgment | (D.C. Code Title 1, Chapter 6) |
| <input type="checkbox"/> 05 Ejectment | <input type="checkbox"/> 18 Product Liability |
| <input type="checkbox"/> 09 Special Writ/Warrants
(DC Code § 11-941) | <input type="checkbox"/> 24 Application to Confirm, Modify,
Vacate Arbitration Award (DC Code § 16-4401) |
| <input type="checkbox"/> 10 Traffic Adjudication | <input type="checkbox"/> 29 Merit Personnel Act (OHR) |
| <input type="checkbox"/> 11 Writ of Replevin | <input type="checkbox"/> 31 Housing Code Regulations |
| <input type="checkbox"/> 12 Enforce Mechanics Lien | <input type="checkbox"/> 32 Qui Tam |
| <input type="checkbox"/> 16 Declaratory Judgment | <input type="checkbox"/> 33 Whistleblower |

II.

- | | | |
|--|---|--|
| <input type="checkbox"/> 03 Change of Name | <input type="checkbox"/> 15 Libel of Information | <input type="checkbox"/> 21 Petition for Subpoena
[Rule 28-I (b)] |
| <input type="checkbox"/> 06 Foreign Judgment/Domestic | <input type="checkbox"/> 19 Enter Administrative Order as
Judgment [D.C. Code § | <input type="checkbox"/> 22 Release Mechanics Lien |
| <input type="checkbox"/> 08 Foreign Judgment/International | 2-1802.03 (h) or 32-151 9 (a)] | <input type="checkbox"/> 23 Rule 27(a)(1)
(Perpetuate Testimony) |
| <input type="checkbox"/> 13 Correction of Birth Certificate | <input type="checkbox"/> 20 Master Meter (D.C. Code § | <input type="checkbox"/> 24 Petition for Structured Settlement |
| <input type="checkbox"/> 14 Correction of Marriage
Certificate | 42-3301, et seq.) | <input type="checkbox"/> 25 Petition for Liquidation |
| <input type="checkbox"/> 26 Petition for Civil Asset Forfeiture (Vehicle) | | |
| <input type="checkbox"/> 27 Petition for Civil Asset Forfeiture (Currency) | | |
| <input type="checkbox"/> 28 Petition for Civil Asset Forfeiture (Other) | | |

D. REAL PROPERTY

- | | |
|--|--|
| <input type="checkbox"/> 09 Real Property-Real Estate | <input type="checkbox"/> 08 Quiet Title |
| <input type="checkbox"/> 12 Specific Performance | <input type="checkbox"/> 25 Liens: Tax / Water Consent Granted |
| <input type="checkbox"/> 04 Condemnation (Eminent Domain) | <input type="checkbox"/> 30 Liens: Tax / Water Consent Denied |
| <input type="checkbox"/> 10 Mortgage Foreclosure/Judicial Sale | <input type="checkbox"/> 31 Tax Lien Bid Off Certificate Consent Granted |
| <input type="checkbox"/> 11 Petition for Civil Asset Forfeiture (RP) | |

/s/ Jesse Winograd

Attorney's Signature

February 16, 2021

Date

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

**CANDACE DAVIS
602 Columbia Road NW
Washington, DC 20001**

**AIYANA BELGUDA
1500 Mystic Ave
Oxon Hill, MD 20745**

Plaintiffs,

v.

**INGENUITY PREP
4600 Livingston Rd. SE
Washington, DC 20032**

Defendant.

Case No: _____

COMPLAINT

COME NOW Plaintiffs, Candace Davis (“Ms. Davis”) and Aiyana Belguda (“Ms. Belguda”) (collectively, “Plaintiffs”), by and through the undersigned counsel, and bring this action against Ingenuity Prep (“Ingenuity” or “Defendant”).

INTRODUCTION

1. For years the District of Columbia’s public schools have sought to shed their reputation as a dysfunctional system that warehouses children and fails to meet expectations.

2. The District of Columbia has been a national leader in establishing universal education for children in pre-kindergarten. The city has made tremendous strides and is often seen as a model of how an urban educational system can turn itself from a punchline to a model.

3. Part of the educational renaissance in the District was the dramatic expansion of charter schools. Public charter schools in the District of Columbia, with some limited exceptions, allow any student in the city to attend. Admission is generally determined through a lottery system that randomly chooses students who apply.

4. The promise of the public charter school system is that innovative educational techniques and theories can be used and help serve a population that has historically been disenfranchised from a high-quality public education.

5. Unfortunately, the promise of the public charter school system has not always matched the reality. Public charter schools can fall prey to the same issues as traditional public schools: overcrowding, understaffing, and unqualified staff.

6. What is more tragic, however, than simply a broken promise of a public charter school that does not deliver a quality education is when qualified and dedicated educators try and fix the problem and are silenced by the school.

7. When teachers who specialize in educating students with disabilities and special needs plead with their overpaid administrators to fix issues and help students, those pleas should be acted on.

8. In this case, the action the administrators took was to fire Ms. Candace Davis and Ms. Ayana Belguda, two dedicated educators who had devoted their professional lives to the service of young students with special needs. And for what? For trying to help make the public charter school in which they worked live up to its promise.

9. This matter arises from Defendant's retaliatory actions against Plaintiffs for activities protected under the District of Columbia's Human Rights Act. D.C. Code § 2-1402.61 *et seq.*

10. The Plaintiffs in this case were vice principals at Ingenuity Preparatory Academy in Washington, D.C.

11. The Plaintiffs witnessed Ingenuity utterly failing to protect the students in its charge and violating state and federal special education laws.

12. Plaintiffs repeatedly reported these failings to Ingenuity's administration and begged for them to be rectified; in response, Ingenuity fired them.

JURISDICTION

13. This Court has jurisdiction pursuant to D.C. Code § 11-921.

14. Venue is proper because all actions took place within the District of Columbia.

PARTIES

15. Plaintiff Candace Davis is an adult person residing in Washington, D.C. Until November 1, 2019, she was employed as a vice principal at Ingenuity.

16. Plaintiff Aiyana Belguda is an adult person residing in the State of Maryland. Until November 1, 2019, she was employed at Ingenuity.

17. Defendant Ingenuity Prep is a Public Charter School located at 4600 Livingston Road S.E. in Washington, D.C.

FACTS RELEVANT TO ALL COUNTS

History of Charter Schools in the District

18. In 1995, the Council of the District of Columbia passed the District of Columbia Public Charter School Reform Act. The Act created the District of Columbia Public Charter School Board.

19. The Purpose behind the creation of the Charter School Board was to create a system of schools that were outside the traditional public-school hierarchy. These schools could be creative, independent and serve the specific needs of their student population.

20. Originally, the Charter School Board could authorize the creation of new charter schools within the District of Columbia, but so could the District of Columbia Board of Education and the Office of the Mayor.

21. In 2006, the Board of Education voted to relinquish its authority over the Charter Schools.

22. The Charter School Board is now the sole regulatory authority over charter schools in the District of Columbia.

23. Charter schools in Washington, D.C. must educate students who gain a seat through a non-discriminatory lottery. The lottery allows any school-aged child in the District of Columbia to attend a charter school, provided they are matched to a school.

24. While charter schools are free to craft inventive and individualized curricula with the approval of the Charter School Board, they must still admit all comers, and they are still subject to the laws that govern public education.

Special Education in Charter Schools

25. One way in which charter schools sought to differentiate themselves from the traditional public-school model was to better serve students who required a special education.

26. Until 1975, public schools in America educated only one out of five students with disabilities.

27. In 1973, Congress passes the Rehabilitation Act. Section 504 of the Rehabilitation Act required public schools to allow for access for disabled students. This removed physical barriers guarantying access for disabled students.

28. In 1975, Congress passes the Education for All Handicapped Children Act (“EHA”). The EHA was designed to assure that all children with disabilities could receive a public education, to protect the rights of students with disabilities and their parents, and to help state and local agencies provide for education of all children with disabilities.

29. These laws dictate that a student requiring special education services is entitled to a Free and Appropriate Public Education (“FAPE”). FAPE is defined within Section 504 of the Rehabilitation Act of 1973. It states, *inter alia*, that “All qualified persons with disabilities within the jurisdiction of a school district are entitled to a free appropriate public education. The ED Section 504 regulation defines a person with a disability as “any person who: (i) has a physical or mental impairment which substantially limits one or more major life activities, (ii) has a record of such an impairment, or (iii) is regarded as having such an impairment.” For elementary and secondary education programs, a qualified person with a disability is a person with a disability who is:

- of an age during which it is mandatory under state law to provide such services to persons with disabilities;
- of an age during which persons without disabilities are provided such services; or
- entitled to receive a free appropriate public education under the *Individuals with Disabilities Education Act (IDEA)*.
- In general, all school-age children who are individuals with disabilities as defined by Section 504 and *IDEA* are entitled to FAPE.

30. When a student qualifies for a FAPE, they are given an individualized education plan (“IEP”). Section 300.320 of the IDEA defines IEPs. Each IEP tailors a student’s educational

plan. They can call for specialized instruction, individual hours, specialized personnel, or other issues that can help a student in need of specialized education.

31. An IEP must include:

- A statement of the child's present levels of educational performance, which describes the effects of the child's disability on all affected areas of the child's academic and non-academic school performance;
- A statement of annual goals including short-term objectives. Annual goals must describe what the child is expected to accomplish in a 12-month period in the special education program. Short-term objectives should describe the steps required to achieve the goals. Goals and objectives are specific in all areas in which the child is receiving special education services;
- A statement of the specific special education and related services to be provided to the child and the extent to which the child will participate in regular education programs;
- The projected dates for the initiation of services.

32. In addition to providing a legal framework, the IDEA also dictates how special education is funded. Part B of the IDEA mandates the federal disbursement of funds to state governments. Those funds are dispersed from the states to local school districts.

Ingenuity Prep Background

33. Ingenuity is organized and run under D.C. Code § 38-1800 *et seq.* Ingenuity was founded in 2013 as a “no-excuse” model character school. Starting with one grade level in 2013, Ingenuity now serves grades pre-k through 7th grade.

34. On its campus, Ingenuity is broken up in four academies. The academies are pre-kindergarten, kindergarten-2nd grade, 3rd-5th grade, and middle school. Each academy has its own leadership team (principal, vice principals, behaviors support, etc.), teachers, and staff.

35. Ingenuity has an enrollment of over 600 students with more than 20% of whom require special educational services and 66% of whom are considered “at-risk.”

36. Ingenuity has a teacher attrition rate of 45% and 40% of its teachers have one or less years of experience.

37. While Ingenuity's students score at or above citywide averages in math and English, its special-ed students score below citywide averages.

38. Ingenuity has three major revenue sources: the District of Columbia, the federal government, and private donations/grants. Ingenuity funding from the District of Columbia is based on the number of students enrolled and in attendance per quarter.

39. Unlike traditional public schools in the District of Columbia which are under the control and supervision of District of Columbia Public Schools, Ingenuity is run by a Board of Trustees and Chief Executive who have wide latitude in dictating everything from the curriculum to setting the budget including teachers and administrators' salaries.

40. During the relevant period, Will Stoetzer served as the chief executive with the Board consisting of Peter Winik (Chair), Debra Santos (Treasurer), Derrick Mashore (Vice Chair), Lydia Carlis (Secretary), Nicole Johnson-Douglas (Secretary Parent), and Aaron Cuny, Maura Marino, Marc Battle, Cecilia Kang, Josh Rales, Kaya Stone, Lisa Mallory, and Shawna Jacobs (members).

41. In the school year of 2018-2019, Ingenuity's five highest paid employees were as follows:

- Aaron Cuny: \$147,624;
- Will Stoetzer: \$147,624;
- Jennifer Hampton: \$132,000;
- Hilary Stathes: \$128,750; and
- Darryl Clay: \$127,000.

Plaintiffs Go to Work for Ingenuity Prep

42. Ms. Davis attended Howard University and graduated with a bachelor's degree in Human Development and Psychoeducational Studies. She then received a masters' degree in early childhood education.

43. Ms. Davis first teaching assignment was in her home of Kansas City, Missouri, in the 2009-2010 school year. She worked in the Title I public-charter schools educating at-risk students.

44. Four years later she earned "Teacher of the Year" honors.

45. She then worked in a Title I traditional public school in Raytown, Missouri. While at the Raytown school, she was formally trained for three years by a research-based restorative practice program serving students with severe disabilities. Ms. Davis won "Teacher of the Year" honors at that school in 2016.

46. In 2017, Ms. Davis moved to Washington, D.C. Ms. Davis began studying Administration and Supervision at Johns Hopkins University. She took evening classes at the Baltimore, MD campus while teaching in the District of Columbia Public Schools. She graduated with a certification in administration and supervision in May 2019.

47. While teaching in the District of Columbia Public Schools, Ms. Davis was the social and emotional learning lead teacher. She also received formal training from the Restorative Practices Institute.

48. On July 19, 2019, Ingenuity offered Ms. Davis an administrative position as Vice Principal for Literacy. Ms. Davis accepted the position.

49. Ms. Belguda graduated from Temple University in 2005.

50. In 2007, Ms. Belguda joined the Philadelphia Teaching Fellows and began her teaching career serving at South Philadelphia High School. While there, Ms. Belguda became a master teacher in corrective reading and won awards for work in raising test scores among students with disabilities.

51. In 2011, Ms. Belguda moved to the Washington, DC metropolitan area and took a job at the Maya Angelou Public Charter School. Roughly 35% of that school's population had special education needs.

52. In 2015, Ms. Belguda made the transition to teaching elementary school students. She has served as a resource teacher in grades 3-5, a self-contained early learning support teacher for grades k-2, and a self-contained independent and learning support teacher for grades 3-5.

53. Throughout her career, Ms. Belguda has received numerous awards and accolades for her work with students with disabilities including the Principal Choice Awards of Excellence.

54. On July 30, 2019, Ingenuity offered Ms. Belguda an administrative position as the Vice Principal for Special Education. Ms. Belguda accepted the position.

55. Both women worked at Ingenuity until the school dismissed them on November 1, 2019.

56. During the Plaintiffs' time at Ingenuity, more than 65% of the student-body were homeless, in foster care, or from families that qualified for public assistance.

57. Ms. Davis and Ms. Belguda were hired to oversee education and help with providing Ingenuity's population of students access to FAPes. But the school could not serve the population it had. Throughout their time at the school, Ms. Davis, and Ms. Belguda identified and sought to remedy Ingenuity's shortcomings and repeatedly opposed its violations of law. The noted examples of those, *inter alia*:

- a. Students leaving the building without permission and loss of supervision;
- b. Students left unsupervised in the building itself;
- c. Students verbally and physically assaulting peers, teachers, and each other;
- d. Students engaging in self-harm;
- e. Students crying for hours to the point of vomiting;
- f. Students destroying school property;
- g. Students threatening each other;
- h. Students threatening to commit suicide; and
- i. Parents verbally assaulting teachers and roaming the hallways without permission.

58. Throughout their time at Ingenuity, Ms. Davis and Ms. Belguda also explained that they believed the root causes of the students' behaviors were:

- a. Transition to inclusion classrooms for all special education students without proper data assessment;
- b. Failure to follow through with IEPs;
- c. Insufficient staffing for the special education department and for classrooms that had other high-need students;
- d. Insufficient specialized instruction for students with IEPs;
- e. Failure to provide for FAPes for students who required them;
- f. Failure to follow the placement requirements of the IDEA contained in 34 C.F.R. § 300.116, which details how to place students who qualify for services in the least restrictive environment while ensuring a FAPE;
- g. Lack of any mental health support for students.

Ms. Davis and Ms. Belguda Repeatedly Raise Concerns About Ingenuity Prep's Failure to Comply with Special Education Laws and Oppose Unlawful Practices

59. As early as August 7, 2019, Mr. JaQuan Bryant, the school principal, acknowledged that the special education program needed additional educators as the only way to ensure that students were getting their educational needs based on a meeting with Ms. Belguda.

60. On August 8, 2019, Ms. Belguda met with Stephanie Moore, the director of student support at Ingenuity. Ms. Moore asked Ms. Belguda to amend IEPs without the required meetings and preparation.

61. On August 13, 2019, Ms. Jennifer Hampton, now chief academic officer, asked Ms. Belguda to amend various students' IEPs without sufficient data or the required 30-day review.

62. At a leadership meeting on September 16, 2019, Ms. Davis stated that she had deep concerns regarding the treatment of students with IEPs. Ms. Davis offered to develop a proposal based on restorative practices that could fix the reoccurring issues. The school's principal, JaQuan Bryant, agreed.

63. On September 17, 2019, Ms. Belguda notified Mr. Bryant that a fourth-grade student was placed into a kindergarten through second-grade class because he was behind grade level, rather than receiving a FAPE.

64. On September 19, 2019, Ms. Davis, Ms. Belguda, and Mr. Bryant met with Will Stoetzer (Ingenuity's CEO), LaShawndra Thornton (Ingenuity's chief of staff), and Hillary Slathers (Ingenuity's chief talent officer).

65. At the meeting, Ms. Thornton told the Plaintiffs to put forward their top two requests that would lead to fixing the issues they had identified. In response, Mr. Bryant spoke for the team and reiterated that all of our requests are equally important. Ms. Davis followed up, explaining (1) that they have already asked for the bare minimum; (2) all of their requests depend on one another; and (3) there is a great chance that they may have more needs once the proposal is implemented

and they may discover more concerns. In response, Ms. Thornton asked again for Plaintiffs' top two requests, Ms. Davis responded again for the team, stating that that they had more than two requests. The topic ended there.

66. On September 24, 2019, Mr. Bryant texted Ms. Davis to tell her that the Plaintiffs' requests had been approved, but the changes did not occur.

67. On October 3, 2019, Ms. Davis spoke privately with Darryl Clay (Ingenuity's chief operating officer). Ms. Davis told Mr. Clay that students were still being placed with teachers who were not qualified to handle their IEPs, that adults in the school were ignoring serious behavioral issues to the detriment of students. She also told him that teachers and staff handling special education students were underqualified. Ms. Davis expressed a concern that Ingenuity was not demonstrating any urgency to fix the Plaintiffs' well-documented concerns.

68. On October 9, 2019, Ms. Belguda wrote to Ingenuity leadership and explained that the current situation regarding students in need of special education was untenable. She was supposed to supervise the entire special education program, but also was in charge of those students who needed extra help but were not yet receiving formal special education. The situation was not tenable, and Ingenuity needed to hire more personal. That never occurred.

69. At a meeting on October 16, 2019 with Mr. Stotzer and Mr. Bryant, Ms. Belguda raised concerns for seven students who had full time IEPs which suggests that they should be in self-contained classrooms, which they were not. The students' IEPs were either changed during Summer 2019 by the former Director of Special Education, or Stephanie Moore and Jennifer Hampton asked Ms. Belguda to modify their IEPs so that they would not require specialized instruction in a self-contained setting in violation of procedural safeguards. Ms. Belguda explained

that the students were showing regression and the school needed to set up a self-contained classroom for the seven students. The requests were ignored.

70. In the week following, Ms. Davis and Ms. Belguda kept demanding the school address their concerns, correct course, and provide special education students at Ingenuity with the appropriate educations in compliance with the law. But their complaints continued to fall on deaf ears.

71. Ms. Davis and Ms. Belguda had raised serious and well-documented concerns, including but not limited to:

a. Student 1:

- He was a second-grade student with sever ADHD. His inclusion in a regular classroom was overstimulating.
- In early October 2019, Student 1 threw several laptops across the classroom.
- In mid to late October 2019, he punched himself in the face until his nose bled.
- On a different occasion, Student 1 stabbed another individual with a pencil.
- None of Student 1's teachers was experienced enough to deal with him or trained to deescalate these types of situations.
- Despite these issues, Student 1 was transitioned from self-contained classroom to an inclusion classroom that did not have the proper professionals in place, a violation of Student 1's right to a FAPE.
- Ms. Belguda frequently reported on Student 1's issues to Mr. Bryant.
- Mr. Bryant never responded.

b. Student 2:

- Student 2 was a first-grade student with developmental delays. She left class almost daily because her teacher was not properly trained to teach her.
- Ms. Belguda determined that Student 2 needed to be placed in a self-contained classroom.
- Student 2's mother told Mr. Stoetzer (Ingenuity CEO) that she was concerned and believed Student 2 needed to be in a self-contained classroom.
- Mr. Stoetzer never responded or acted on the concerns of the parent or Ms. Belguda.
- On October 28, 2019, Student 2 ran away from school. After 2 hours, the staff was able to find her and convince her to return.
- Despite Student 2's need for specialized education and a complete lack of data that would show she could function in an inclusion classroom, she was never placed in the appropriate environment that would allow her to make educational progress; a clear violation of her right to a FAPE.

c. Student 3:

- Student 3 was a second-grade student with an emotional disability.
- The school did not provide him with the proper emotional support. Student 3 would destroy classroom furniture, use vulgar language, strike his classmates, and leave school.
- The majority of Student 3's assessments evidenced that his academic work was at or above grade level, but Ingenuity made the decision to retain him in the second grade due to his behavior.

- This decision violated Student 3's right to a FAPE as Student 3 was academically ready for the third grade.
- In addition, Ingenuity removed Student 3 from a self-contained classroom to an inclusion classroom without utilizing the proper procedures.
- Student 3 should have been promoted to the third grade and provided with a behavior intervention plan, qualified teachers, and smaller class sizes.
- Ms. Belguda went to Mr. Bryant and advocated for such an approach.
- Student 3's mother went to both Mr. Bryant and Mr. Stoetzer with her concerns, but Ingenuity did not address them.
- Student 3's mother moved him to a different school, where he was enrolled in the third grade, and is thriving.

d. Student 4:

- Student 4 was a first-grade student with developmental delays.
- She had transferred from another school with an IEP already in place.
- It was determined that Student 4 needed a self-contained classroom, but she was placed in an inclusion classroom.
- In September 2019, Student 4's mother asked about Student 4's potential transfer to a self-contained classroom. Student 4's mother had several meetings with school administrators regarding Student 4's placement and Student 4's IEP requirements.
- Ms. Belguda informed Student 4's mother that, despite evidence that she needed one, Student 4's IEP did not include a self-contained classroom.

- Ms. Belguda directed Student 4's mother to speak with Mr. Bryant, Mr. Stoetzer, and Ms. Moore.
- Shortly thereafter, Ingenuity informed Ms. Belguda that she was not to tell parents when their children's IEPs were deficient. Ms. Belguda asked Ms. Moore what she should tell parents. Ms. Moore did not provide an answer.
- Student 4 continued to regress through the school year.
- Student 4 is now at a new school and Student 4's mother reports Student 4 is doing very well.

e. Student 5:

- Student 5 was a second-grade student with Autism.
- He would sit under his desk, refuse to engage in class, and have frequent meltdowns.
- Student 5's teachers were not properly trained or qualified to help him.
- Student 5's Autism was severe enough that he required a picture exchange communication system in order to learn. Ingenuity did not provide the system.
- In August 2019, prior to students arriving on campus, Ms. Davis expressed her concerns about Student 5's resource teacher's lack of qualifications.
- Ms. Belguda recommended two qualified resource teachers the school could have hired. While Ingenuity interviewed one of the teachers, they never hired either one, and Student 5's original resource teacher remained in place.

f. Student 6:

- Student 6 was a kindergarten student with Autism.
- Student 6 required the services of a dedicated aid, but Ingenuity only provided Student 6 with help from random substitute teachers who were not trained to help him.
- Student 6 did not receive the 20 hours of outside classroom education his IEP called for.
- Ms. Belguda reported Student 6's problems to Mr. Bryant, but Student 6 was never provided with a dedicated aid.

g. Student 7:

- Student 7 was a kindergarten student with developmental delays.
- In August 2019, Student 7's mother was on a conference call with Ms. Moore and Mr. Bryant where she expressed her concerns about the Student 7's development and requested receipt of services. Ms. Moore and Mr. Bryant denied the request, which was a violation of Student 7's FAPE.
- Student 7 would roam the halls, use profane language, and strike his classmates and teachers.
- Many of his issues stemmed from being retained in kindergarten rather than being promoted to the first grade and given appropriate services.

Ms. Davis and Ms. Belguda are Fired in Retaliation for Opposing Ingenuity Prep's Continued Violations of Law

72. By the end of October 2019, the executive at Ingenuity had still not corrected the issues Ms. Davis and Ms. Belguda reported, and things were only getting worse.

73. On October 28, 2019, under the stress and strain of the continued flagrant violations of law and lack of support, Mr. Bryant, Ms. Davis and Ms. Belguda's principal, exploded in frustration and stormed out of the building around 1:30 pm.

74. Around 3:30 p.m. Ms. Thornton and Ms. Stathes (collectively the "Executive Team") called Ms. Davis (on speaker phone), Ms. Belguda, Deborah Euzebio and Natalie Powell (collectively the "Leadership Team") into a meeting to tell them that the Executive Team did not know when Mr. Bryant would return to school and that he did not want to be contacted. The Executive Team failed to provide the Leadership Team with a plan going forward to address the school's issues but asked them to specify what support they need. The Leadership Team noted that they had already explained numerous times the changes that needed to be made and reiterated that the schools needed additional staff for the "Focus" room, which was the therapeutic room the Leadership Team created for struggling students. That was just one of the requests, however. Ms. Stathes responded with a general statement about how the executive planned to hire additional staff. Ms. Belguda then reminded Ms. Stathes that she recommended two candidates and one of them is no longer interested due to so much time passing since that candidate submitted their application. There was no specific response to that concern.

75. Following the meeting, the Leadership Team met to discuss the rapidly unraveling situation. In the prior few months, Ms. Davis and Ms. Belguda had repeatedly asked, requested, and finally begged the Executive Team to correct its illegal and dangerous practices. They and their teachers and staff were at their breaking points. It was decided that they would not return to school the following day in protest of the Executive Team's lack of action. Instead, they would meet to devise a comprehensive plan to tackle the problem and find a solution for the children.

76. That day, Ms. Davis on behalf of the Leadership Team, sent an email to the Executive Team and Mr. Bryant stating: “Due to the state of our academy and the lack of urgency regarding the required support our student and teachers need, the [Leadership Team] will not be at school tomorrow. Please plan accordingly.” Each member of the Leadership Team took leave using paid time off (“PTO”) available to them under Ingenuity’s employee policy.

77. Similarly, Ms. Davis sent an email to the staff stating:

As you all know, ... [Leadership Team] has been consistently advocating for students and teachers. Although we have made specific requests based on the needs of our most challenging students, there has been very little progress with hiring the necessary support. While it pains us to potentially cause greater stress on the academy, we will not be in tomorrow in order to send a clear message. In short, we will only work under a system that is responsive to student needs. **Anything contrary to that is immoral, unethical, and possibly illegal.** (emphasis added)

78. At 10:26 a.m., on October 29, 2019, Ms. Stathers informed the Plaintiffs that Ingenuity was placing them on administrative leave.

79. On November 1, 2019, Ingenuity informed Ms. Davis and Ms. Belguda that they were fired.

80. Prior to this, neither Ms. Davis, nor Ms. Belguda had any poor performance warnings or similar issues.

81. Ms. Davis and Ms. Belguda were financially harmed by the unlawful termination because they did not receive their salary or benefits.

82. As a result of the loss of her job, Ms. Davis suffered from anxiety, depression, frustration, and helplessness. According to her psychiatrist, she suffered from “adjustment disorder with mixed anxiety and depressed mood.” As a professional who is used to being celebrated and rewarded for her accomplishments, Ms. Davis lived in a sense of shock for weeks after she was fired. Once reality hit, Ms. Davis felt like she was torn away from her team of teachers, and most

importantly, the students without one qualified leader to protect them. Knowing the state of the school and fearing that students would be in even more danger, Ms. Davis had difficulty eating and sleeping. Knowing her future as an educational leader in DC had been jeopardized and possibly over, she had an emotional breakdown and cried on and off for months. When attempting to file for unemployment, Ms. Davis refused to lie about looking for a job (which is a requirement), so she honestly explained that she was not mentally stable enough to return to work. After communicating with DC Department of Employment Services Unemployment Compensation Program back and forth for weeks, she was denied unemployment until COVID-19 pandemic happened. As a result, Ms. Davis was forced to empty her savings account in order to pay her bills. This led to frustration about not being able to afford her therapist, hair stylist, nail technician, new winter clothes, outings with friends, birthday gifts for family, and simply ordering out. Eventually, she was late on her rent, car loan, phone bills, credit card bills, and she had to apply for Medicaid. This led to irrational behavior and mood swings that negatively and severely impacted her relationship with her significant other and caused her to isolate herself from friends and family. As months passed, and even after receiving COVID-19 relief (via stimulus check and finally unemployment benefits), Ms. Davis still felt traumatized by her experience, and was still not ready to return to work. She literally could not imagine walking back into a school building, but she also could not imagine working in any other field, so she felt helpless.

83. As a result of the loss of her job, Ms. Belguda suffered from depression and anxiety. She was referred to a psychiatrist by her primary care physician because of her lack of motivation, uncontrollable crying spells, and thoughts of hopelessness. She was diagnosed with "adjustment depression disorder and anxiety" and prescribed medication in which she took for months. Ms. Belguda became even more depressed because she had to take medication and suffered from some

mild side effects such as sleepiness and tiredness. She eventually discontinued the medication because it was only a temporary fix. Ms. Belguda, who is a single mother, was forced to look for employment after termination but was unable to obtain a job in neighboring districts because she was honest about her termination from Ingenuity. With only receiving unemployment benefits, Ms. Belguda had to begin using her savings and credit cards to stay afloat. Before termination, Ms. Belguda had a credit score of 757 and was looking to purchase a home. However, since she had to charge rent and car loan to her credit cards, her credit score dropped to 609.

84. The termination not only affected Ms. Belguda, but her daughter as well. They had to move to a neighborhood where the rent was more affordable. This meant Ms. Belguda's daughter had to transfer school districts after receiving her education in Fairfax County, Virginia, for seven years. Her daughter became depressed as she lost contact with her friends, and it was hard to adjust to the new school district in the "low-income" neighborhood. Moving to a new neighborhood and not being able to afford the extracurricular activities have made it difficult as a single parent to a teenage girl. Even though Ms. Belguda began working at DCPS in March 2020, she did not receive payment during the summer months because she did not incur the "summer pay" income because of the late start. Ms. Belguda is now working in the public school system and this has been the worst year for her emotionally. Trying to juggle a teenage daughter who has been stripped from her life in Fairfax County that she has known for the past seven years and working under a system in which she is afraid to continue to advocate for have been depressing and difficult to navigate. Ms. Belguda has been a special education advocate and change agent her entire career. Now, she just "shows up" and is incapable of putting forth the same level of effort into her work as she could in the past. This causes her to feel guilty every day. Every day she wishes she could quit altogether (it's just not the same anymore) but she has a teenage daughter to take care of.

Despite Being Fired, Ms. Davis and Ms. Belguda Continued to Fight for Their Students, and Governmental Agencies Found Ingenuity Prep Was Violating the Law

85. On November 1, 2019, Ms. Belguda and Ms. Davis sent a letter to the Office of the State Superintendent of Education (“OSSE”) regarding clear violations of the IDEA happening at Ingenuity. They also detailed their safety concerns.

86. OSSE accepted the complaint on December 10, 2019. Ingenuity responded on December 26, 2019. In its response, Ingenuity acknowledged that it had violated the IDEA and proposed a plan of action.

87. OSSE completed its investigation on February 6, 2020.

88. OSSE found Ingenuity Prep was not in compliance with the IDEA and required the school to take corrective action.

89. On October 29, 2019, Plaintiffs complained to the DC Public Charter School Board (PCSB) regarding the unsafe and hostile learning and working environment at Ingenuity.

90. Plaintiffs provided written or oral testimony at eight different PCSB board meetings from November 11, 2019 through September 9, 2020.

91. Based on the Plaintiff’s information, PCSB:

- a. conducted a special education audit of Ingenuity;
- b. participated in state complaint investigation of Ingenuity;
- c. reached out to DC’s Ombudsman for Education;
- d. conducted unannounced school visits; and
- e. interviewed former and current staff.

92. PCSB conclusions from its Special Education Audit of Ingenuity Prep included:

Audit Conclusions

Upon reviewing the documentation submitted through the special education audit and the information gathered during unannounced visits, DC PCSB concluded the following:

- through SY18-19 to SY19-20, students with disabilities at the school are retained at five times the rate as their general education peers;
- the school continues to have staffing challenges, resignations, and transitions;
- extensive training and oversight are needed in special education programming and compliance;
- while the school has developed an internal turnaround strategy, it has also struggled to implement elements of its turnaround (e.g., observing all teachers on a regular basis) and clearly measure success of the turnaround;
- while the school reports that seclusion is no longer in use, there is inconsistent evidence; and
- the school does not consistently follow its own policies regarding restraint and physical escort.

Audit Recommendations

Based on DC PCSB's audit conclusions, DC PCSB recommended that the school take steps to reevaluate and improve policies and practices regarding:

- special education student supports and contributing factors to grade retention;
- implementation of the school's restorative practices; and
- seclusion, restraint, and physical escort practices and policies and notification to parents after every instance.

DC PCSB also recommends that the school take steps to increase its oversight and provide support to its staff in:

- special education compliance;
- teacher observations and coaching; and
- measurement of success on the school's turnaround plan.

DC Public Charter School Board Fiscal Year 2019 Performance Oversight Questions, February 7, 2020, Question 20.¹

93. On September 16, 2020, PCSB sent Plaintiffs a **letter confirming seventeen complaints from the community regarding Ingenuity for the school year 2019-2020.**

The Mayor's Office and Other Supposed Oversight Organizations Have Allowed Ingenuity Prep's Leadership to Continue Failing to Protect Students

¹ <https://dcpcsb.egnyte.com/dl/GqBIkhLOG7/>

94. Despite the OSSE and PCSB findings, the violations and unsafe conditions at Ingenuity continued.

95. On February 12, 2020, Ms. Davis and Ms. Belguda learned that staffing shortages meant that a teacher hired to teach in an inclusion classroom for grades k-2 was placed in a self-contained classroom with no support, co-teacher, or proper materials. This teacher expressed her concerns that her students were regressing at Ingenuity, her concerns were ignored.

96. On February 14, 2020, Ms. Belguda and Ms. Davis learned that a student in the first-grade class of the same teacher was not receiving the services in her IEP. The parent complained to the new principal, Jennifer Hampton, and the new special education coordinator, Joseph Carter.

97. On February 25, 2020, Ingenuity hosted a parent meeting regarding OSSE's investigation and findings. Parents voiced their concerns regarding special education at Ingenuity.

98. Ms. Davis and Ms. Belguda learned from parents and teachers at Ingenuity that no corrective action had taken place. On May 27, 2020, they place a letter to Paul Kihn, the Deputy Mayor for Education of the District of Columbia.

99. Plaintiffs contacted D.C. City Council Members and the Office of the Mayor repeatedly. They testified at City Council meetings, met with council members, and sought to meet with Deputy Mayor Paul Kihn and Mayor Muriel Bowser.

100. Plaintiffs spoke with Ms. Julia Irving with the Office of Community Engagement and Services, and Mr. Lionell Gains from the Office of African American Affairs. While both individuals agreed to follow up, they never did.

101. As of the filing of this complaint, despite Plaintiffs hundreds of hours advocacy and complaints to OSEE, PCSB, SBOE, City Council, Department of Education, state board of

education and the Office of the Mayor, Plaintiffs have learned that no DC education entity is required to mandate corrective action at any charter school. Instead, over 600 students remain at-risk due to Ingenuity's continued violation of the law.

Plaintiffs' Claims Are Timely As They Were Tolloed

102. On or around August 10, 2020, Ms. Belguda and Ms. Davis filed a complaint with the District of Columbia Office of Human Rights ("OHR"). OHR investigated those complaints until January 2021, when Plaintiffs withdrew their OHR complaints to file this action.

103. Pursuant D.C. Code § 2-1403.16, the statute of limitations for filing a private action is tolled while the OHR complaint is pending.

104. In addition, the statute of limitations was tolled based on the March 18, 2020 Chief Judge Robert E. Morin's Order related to COVID-19 pandemic tolling certain statutory deadlines, including regarding commencing an action.

COUNT I – VIOLATION OF THE DISTRICT OF COLUMBIA HUMAN RIGHTS ACT

105. This paragraph reincorporates paragraphs 1-104 of this Complaint as though more fully set forth herein.

106. D.C. Code § 2-1402.01 provides certain protections for individuals in educational institutions. Among other issues, it prohibits discrimination against an individual based on disability.

107. D.C. Code § 2-1402.61 makes it illegal for an employer to take an adverse personnel action against an employee because that employee aided or encouraged another to exercise or enjoy any rights protected by the D.C. Human Rights Act.

108. D.C. Code § 2-1402.61 also makes it illegal for an employer to take an adverse personnel action against an employee because that employee opposed a practice made unlawful by the D.C. Human Rights Act.

109. At all times relevant to the complaint, Ms. Davis and Ms. Belguda were employees of Ingenuity.

110. Ms. Davis and Ms. Belguda frequently aided and encouraged students and their parents to exercise the students' rights to be given the proper education pursuant to the dictates of the IDEA and other district and federal laws and regulations.

111. In doing so, Ms. Davis and Ms. Belguda were advocating for their students' rights to be free from discrimination on the basis of disability.

112. Ms. Davis and Ms. Belguda frequently and comprehensively opposed – including, but not limited to, their actions on October 28-29, 2019 -- Ingenuity's systematic violations of the special education rights of the students. In doing so, the Plaintiffs were opposing a practice made unlawful by the D.C. Human Rights Act – Ingenuity's practice of discriminating against students on the basis of their disabilities.

113. Ingenuity terminated Ms. Davis and Ms. Belguda for their actions on behalf of their students.

114. This adverse employment action was in retaliation for Ms. Davis and Ms. Belguda engaging in protected activities in order to protect the rights of their students.

115. As are result of Ingenuity's unlawful conduct, Plaintiffs have been harmed as described herein.

**COUNT II – WRONGFUL TERMINATION IN VIOLATION OF CLEAR PUBLIC
POLICY**

116. This paragraph reincorporates paragraphs 1-104 of this Complaint as though more fully set forth herein.

117. District of Columbia law does not allow for termination of an employee based on that employee's actions that are in furtherance of a public policy.

118. Protecting students with special education needs and following the law in regard to the IDEA are the public policy of the District of Columbia.

119. Ingenuity terminated Ms. Davis and Ms. Belguda because of their actions attempting to force Ingenuity to follow this public policy and Ms. Davis and Ms. Belguda sustained substantial damages due to such actions of Ingenuity.

JURY DEMAND

120. Plaintiffs hereby demand a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Candace Davis and Aiyana Belguda respectfully request that this Court grant the following relief:

- A. Enter a judgment against Ingenuity Prep in their favor;
- B. Award Plaintiffs compensatory damages including economic, non-economic, and loss of future earning potential, in an amount to be determined at trial that would fully compensate Plaintiffs;
- C. Award punitive damages to Plaintiffs in an amount to be determined at trial that would punish Ingenuity Prep for its willful, wanton, and reckless conduct alleged herein and that would effectively deter Ingenuity Prep from engaging in similar conduct in the future;
- D. Award Plaintiffs reasonable attorney's fees and costs arising from this action; and
- E. Any other relief that this Court deems just and proper.

Respectfully submitted,

GOWEN SILVA & WINOGRAD, PLLC

Date: February 16, 2021

/s/ Jesse Winograd

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Superior Court of the District of Columbia
CIVIL DIVISION
Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001
Telephone: (202) 879-1133 Website: www.dccourts.gov

CANDACE DAVIS, et al.

 Plaintiff

vs.

Case Number _____

INGENUITY PREP

 Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within seven (7) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

Jesse Winograd, Esq

Clerk of the Court

 Name of Plaintiff's Attorney

513 Capitol Court, NE, Suite 100

By _____

Address

Deputy Clerk

Washington, DC 20002

(202) 380-9355

Date _____

Telephone

如需翻译, 请打电话 (202) 879-4828

Veuillez appeler au (202) 879-4828 pour une traduction

Đề có một bài dịch, hãy gọi (202) 879-4828

번역을 원하시면, (202) 879-4828로 전화주세요. የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-279-5100) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

See reverse side for Spanish translation
 Veá al dorso la traducción al español