

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

D.W., by her next friend TONITA WHITE  
CROSBY, J.H. by her next friend LATOYA  
MATTHEWS, SYDNE CLARK, ARKELA  
BEATY, D.L. by her next friend FRANK  
LUCAS, TYISHA HAMPTON, JESSICA  
RILEY, B.R., by her next friend KARLA  
ROBINSON, B.D. by her next friend  
CHRISTINE DE JARNETTE, P.M. by her  
next friend PAMELA RUSSELL, M.D. by  
her next friend LEOLA DOROTHY BROWN,  
PRECIOUS WHITE and NICOLE CONAWAY,

Plaintiffs

v.

BLANCHE KELSO BRUCE ACADEMY,  
DETROIT PUBLIC SCHOOLS, WAYNE  
COUNTY REGIONAL EDUCATIONAL  
SERVICE AGENCY, ROY ROBERTS, BLAIR  
EVANS, and CHRISTOPHER WIGENT

Defendants.

No. 13-cv-

**Jury Demanded**

**COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF**

**I. INTRODUCTION**

1. The plaintiffs are girls and young women of the Catherine Ferguson Academy (CFA), a school in the city of Detroit which educates pregnant and parenting teens and provides support services including onsite childcare while the teens are in school.
2. The CFA students are fighters because when they were told by many that once they became teen mothers, their lives would be over, they took action and found a place in CFA that

turned out to be, as one CFA graduate said “the first safe house on the underground rail road to freedom”.

3. At CFA they were not looked down upon for becoming pregnant at an early age, but cared for and provided with an equal education through an array of traditional academic classes by certified teachers.
4. By going from class to class and meeting new students like themselves, the students formed new bonds of support and gained confidence in themselves.
5. For over two decades, CFA offered a traditional, comprehensive high school curriculum, with a full array of course offerings that met state and federal academic course requirements.
6. The CFA students are being discriminated against because they are being provided with an education that is grossly inferior to that of other students in the Detroit Public Schools as well as within the Blanche Kelso Bruce Academy School District.
7. The defendants have terminated many state mandated courses, done away with all classes, ordered teachers not to teach classes, failed to employ certified teachers in math, physical education computing, health education and music and stamped an additional badge of inferiority on these girls through unjustly casting their entire school as a strict discipline academy for students with serious criminal and discipline problems, and have failed even to provide a student code of conduct, leaving all students subject to arbitrary discipline.
8. The defendants have thus irreparably harmed and are harming the educational opportunity these of young women CFA students.
9. In violation of Title IX of the Education Amendments of 1972, Elliot-Larsen Civil Rights Act 453 of 1976, the a right to due process of the Fourteenth Amendment of the United States Constitution and 42 U.S.C. §1983 the CFA girls’ educational requirements are not

being fulfilled. The students ask this court for injunctive relief, monetary damages, costs and attorney fees and other such relief as may be just and proper.

## **II. JURISDICTION AND VENUE**

10. This Court has jurisdiction over the allegations of this Complaint under 28 U.S.C. §1331; 28 U.S.C. §1343 and supplemental jurisdiction over the state claims, 28 U.S.C. §1367.
11. The United States District Court for the Eastern District of Michigan is a proper venue for this action, as a substantial part of the events or omissions giving rise to this action occurred in the Eastern District of Michigan.

## **III. PARTIES**

12. The plaintiff D.W. is a minor and in the eleventh grade. She attends CFA with her son who is nine months old.
13. The Plaintiff Tonita White-Crosby is the parent and next friend of D.W.
14. The plaintiff J.H. is a minor and in the tenth grade. She attends CFA with her son, who is fourteen months old.
15. The Plaintiff LaToya Matthews is the parent and next friend of J.H.
16. The plaintiff Sydne Clark is in the twelfth grade. She attends CFA with her son who is two years old.
17. The plaintiff Arkela Beaty attended CFA for the first three quarters of the 2012-2013 school year.
18. The plaintiff D.L. is a minor and in the tenth grade. She attends CFA with her daughter who is one month old.
19. The Plaintiff Frank Lucas is the parent and next friend of D.L.

20. The plaintiff Tyisha Hampton is in the twelfth grade. She attends CFA with her son who is sixteen months old.
21. The plaintiff Jessica Riley is in the twelfth grade. She attended CFA for the first three quarters of the 2012-2013 school year.
22. The plaintiff B.R. is a minor and in the eleventh grade. She was expelled from CFA with no due process.
23. The Plaintiff Karla Robinson is the parent and next friend of B.R.
24. The plaintiff B.D. is in the eleventh grade. She attends CFA with her four month old daughter.
25. The plaintiff Christine DeJarnette is the parent and next friend of B.D.
26. The plaintiff P.M. is in the eleventh grade. She attended CFA for the first three quarters of the 2012-2013 school year.
27. The plaintiff Pamela Russell is the parent and next friend of P.M.
28. The plaintiff M.D. attended CFA for the first quarter of the 2012-2013 school year.
29. The plaintiff Leola Dorothy Brown is the parent and next friend of M.D.
30. The plaintiff Precious White is in the twelfth grade. She attends CFA with her seven month old daughter.
31. The plaintiff Nicole Conaway is a teacher at CFA and a Detroit taxpayer and resident. She is certified to teach science and math and has taught at CFA for seven years.
32. The defendant Blanche Kelso Bruce Academy (BKBA) is a strict discipline public charter district, of which Catherine Ferguson Academy is one school.
33. The defendant Detroit Public Schools, (DPS), by order of its Emergency Manager has a partnership with BKBA.

34. The defendant Blair Evans is the Superintendent of BKBA.
35. The defendant Roy Roberts is the Emergency Manager of Detroit Public Schools (DPS).
36. The defendant Wayne County Regional Educational Service Agency (Wayne RESA) is a regional educational service agency that provides services and support to Wayne County's thirty-four school districts. Wayne RESA is the charter authorizer for BKBA.
37. The defendant Christopher Wigent is the Superintendent of Wayne County Regional Educational Service Agency (Wayne RESA).

#### **IV. STATEMENT OF FACTS**

##### **A. Catherine Ferguson Academy Pre-2012-2013 School Year**

38. As recently as spring 2012, the Catherine Ferguson Academy for Young Women (CFA) had been a place of hope for pregnant and parenting female students within Detroit Public Schools (DPS). CFA had a graduation rate of 90 percent, and all graduates were accepted to community colleges or universities and supported with financial aid packages through the assistance of CFA counseling staff.
39. Prior to the 2012-2013 school year, CFA's academic plan was a traditional high school curriculum utilizing the mandatory Michigan standards core content areas and elective classes taught by certified teachers.<sup>1</sup> There were also daily classes and credit was given for a range of classes including foreign language, vocal and instrumental music, art, cooking, health, and parenting.
40. CFA also provides childcare and an early childhood program for the children of the high school students who attend CFA. Additional support services provided on-site include

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<sup>1</sup> The Revised School Code, Act 451 of 1976, MCL 380.1278a, Requirements for a High School Diploma

prenatal and postnatal health care and pediatric health care, and Women Infants and Children (WIC) appointments.

41. Almost all CFA students are black and almost all student plaintiffs qualify for free school lunch.
42. The social learning emphasized by traditional classes, taught by experienced and certified teachers, helped to combat the stigma of being young, black mothers in Detroit and fostered mutual support among mothers and children.
43. The experience of students and teachers, through cooperative learning, led to better academic achievement, decreased classroom anxiety, and increased self esteem for the students.

#### **B. Roy Robert's Attempt to Close Catherine Ferguson Academy**

44. In spring 2011, Robert Bobb, then-Emergency Financial Manager (EFM) of DPS, falsely claimed that the District could no longer financially support the program offered to the students at CFA.
45. Bobb's claim was false because CFA was and is virtually economically self-sustaining. Almost all of its funding comes from State Title 31(A) and federal funds that reimburse districts for servicing pregnant and parenting female students and low-income students. Funding for childcare comes from the State of Michigan Department of Human Services (DHS).
46. Bobb's claim was a pretext to discriminate against these pregnant and parenting female students.
47. In response to Bobb's plan to close CFA, many CFA students joined the civil rights organization BAMN (The Coalition to Defend Affirmative Action, Integration, Immigrant

Rights and Fight for Equality By Any Means Necessary) and organized and led a citywide movement that gained national and international support and succeeded in keeping CFA open.

### **C. DPS Transfers CFA to Blanche Kelso Bruce Academy**

48. In June 2011, EFM Bobb's successor, Emergency Manager Roy Roberts, transferred CFA along with Hancock and Barsamian Preparatory Academy, two strict discipline academies previously operated by DPS, to defendant Blanche Kelso Bruce Academy (BKBA), a strict discipline public charter district authorized by defendant Wayne County RESA and managed by Evans Solutions Inc. under the direction of defendant Superintendent and CEO Blair Evans.
49. Roberts' Order, dated June 6, 2011, authorized an agreement with Blanche Kelso Bruce Academy (BKBA) to "*continue the provision of educational services as previously provided,*" with the understanding that BKBA would "*support the continuation of the existing CFA Program by continuing the same structure of core academics.*" (See Exhibit A)
50. Outside of CFA, DPS does not provide any other services that meet the needs of pregnant and parenting female students. Therefore Robert's Order which transferred CFA states "*That the Relevant District executives, administrators and employees shall assist in drafting and negotiating the agreements and setting forth processes and procedures to effectuate a successful partnership between the District and BKBA.*" (See Exhibit A)
51. Many of the young women who attend CFA report that they were forced by school officials to leave the DPS high school they had been attending during their pregnancy, often being

told by a principal or counselor that the school could not guarantee their safety in their pregnant condition.

**D. Irreparable Harm of Separate and Unequal Education Now Offered to Pregnant and Parenting Students at the Catherine Ferguson Academy**

52. The actions of defendants have degraded the education at CFA in a way that stigmatizes and punishes these young women for being pregnant and having children.

53. The plaintiff girls who enrolled at CFA came with the understanding that the education they would receive would be similar and equal to the Detroit Public School or Detroit area school from which they came; that the only difference was the additional support services for these young mothers.

**1. The current daily and weekly experience of CFA students:**

54. At the beginning of the semester, they are given a packet of work to complete by the end of the semester and if the work is not completed correctly, they receive no credit.

55. The students enter the school, go to class and sit in the same class room, with the same students and teacher all day, working on their packet or a project.

56. Teachers are banned from teaching classes.

57. Teachers are not allowed to teach the requirements of the state-mandated Michigan Merit Curriculum and High School Content Expectations for each and any of the students' courses.

58. There is no serious or meaningful way for teachers to keep the students on a schedule to progress through the course objectives.

59. There is no virtually no opportunity for class instruction, discussion or activities.



60. Students have individual fifteen-minute to a half-hour meetings once a week with their former teachers, now known as “advisors,” in which they discuss the student’s individual project work.
61. If students have questions in between these brief and infrequent meetings, because there is no class, they are forced to search the internet to receive assistance with their work.
62. For some courses there are not even packets. The students research their own project, without any direction or help, and if it is incorrect, they are told at the end of the semester that they have failed, receiving no credit through no fault of their own.
63. By their own admission, BKBA agents have made this school unwelcoming for these pregnant and parenting girls by telling students directly that if they are unable or unwilling to “adapt” to the so called “Big Picture Model,” they can leave CFA.
64. About one hundred students, out of the approximately two hundred students who were enrolled at CFA at the beginning of the 2012-13 school year have been driven away from CFA since September 2012.
65. Demoralized by the new, unequal, education at CFA, only about one-half of the remaining one hundred students actually attend CFA regularly.

## **2. No Classes or Fraudulent and Ineffective Classes**

66. There has been no certified health or physical education teacher at CFA since June of 2011. At least one credit of both health and physical education are required by the Michigan merit standard before graduating from high school<sup>2</sup>.

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<sup>2</sup> Michigan Compiled Laws, The Revised School Code, Act 451 of 1976, 2013

67. There has been no certified foreign language teacher at CFA since June of 2012. At least two credits in a language other than English are required by the Michigan merit standard before graduating from high school.
68. There has been no certified computer teacher at CFA since June 2012.
69. CFA students were told that none of their math work for the school year would be given credit because BKBA laid off the two certified math teachers. Since then, an uncertified math teacher has been assigned to “teach” math and has received all students’ work and graded it.
70. There is one certified math teacher at the school who offered to grade the student’s math work so that they could receive the math credits that they worked hundreds of hours on. That teacher was told that she would be informed if her services as a math teacher were needed, but she never was so informed. At least four credits in math and one math course in the last year of high school are required by the Michigan merit standard before graduating from high school.
71. Students will not be able to receive a valid diploma or a quality education without math, foreign language, health, and physical education.
72. All parenting and life-skill classes, which students were previously given credit for, were eliminated, despite the agreement to continue the previous CFA structure and program (See Exhibit A).
73. Students are being isolated from each other, denied social learning and denied state-mandated instruction from certified teachers, while BKBA is being paid approximately \$7,500 per student in state and federal funds for an education the plaintiffs are not receiving.

74. BKBA eliminated school guidance and college placement counseling. Assistance in applying for financial aid and scholarships has been discontinued despite the agreement to continue the previous CFA structure and program (See Exhibit A). This elimination has irreparably harmed the students' opportunity to apply and be accepted into universities and community colleges.
75. BKBA eliminated summer school, which was a crucial program for CFA students (See Exhibit A).

**Forced, Often Non-Existent Internships for All CFA Students**

76. Students are supposed to decide what career they are interested in, find a local business in that field, and cold-call those businesses until they secure an unpaid internship to attend two days every week instead of attending school.
77. Students are responsible for transportation to and from the internship and also to and from CFA where they still must bring their children for childcare when they go to their internship. Most students have no such transportation.
78. Not surprisingly, most students have not been able to secure an internship, through no fault of her own.

**4. Forcing Pregnant and Parenting Students and their Guardian to Sign a Form Falsely Referring them to the Wayne County Juvenile Court in Order to Attend School**

79. When CFA was a DPS school, there was no requirement for a Juvenile Court referral. In order to place a student in a strict discipline academy under Michigan's Revised School Code, PA 451 of 1976, however, a referral must be made by the Juvenile Court, Department of Human Services, or any other agency working with juveniles.

80. Under BKBA, in order to apply for CFA, a student's parent or guardian must sign a formal complaint to the Third Judicial Circuit Court-Juvenile Section, requesting that the court order their daughter to attend BKBA because she is allegedly "at risk of formal Juvenile Court contact."
81. On this complaint form, next to boxes indicating "Substance Abuse," "School Expulsion," "Truancy from Home," "Not Responsive to Parental Direction," "Home Curfew Issues," "School Drop Out," and "Escalating Aggressive Behavior," candidates for CFA are supposed to check the "Other" box.
82. The standard CFA enrollment packet also includes an at-risk complaint form addressed to the juvenile court for Wayne County which references the principal of CFA as the referral source and encourages by its presence consideration of CFA students as "at-risk" of formal court contact. The misdirection of pregnant and parenting teens into the juvenile court system is irreparably damaging to their permanent records, and worse, to their identity and hopes for the future.
83. Classifying pregnant and parenting girls with so-called juvenile delinquents is inherently discriminatory and stigmatizing.

#### **E. Wayne RESA's Failure to Supervise BKBA**

84. Wayne County RESA, the charter authorizing agency of BKBA, is legally responsible for securing a specific and enforceable contract with BKBA for CFA, which includes proper placement of these pregnant and parenting teens as girls and young women with equal rights.
85. Further, Wayne RESA is responsible for monitoring and enforcing BKBA's responsibilities to provide successful, high-quality education to its students.

86. Wayne RESA is responsible for complying with all federal statutes, including Title IX and the Elliot-Larsen Act.
87. In June 2012 when Wayne RESA evaluated BKBA for renewal of its charter contract, Wayne RESA found that BKBA had no written academic curriculum. There is still no written curriculum.
88. A fundamental responsibility of Wayne RESA as the charter authorizer is to insure regular assessments that show student advancement in academic progress.
89. From September 2012 until March 2013, there was no formal system in place for teachers to assess student achievement and reward grades.
90. Now that the system is in place, there is still very little upon which to evaluate students since there were no content courses in which teachers were allowed to instruct and evaluate student learning.

**F. BKBA and Wayne RESA have Violated Due Process Rights of Students Irreparably Harming the Students' Academic Record and Right to an Education**

91. There is no published written student code of conduct.
92. As a result, punishments such as suspensions and expulsions have been arbitrarily carried out with no notice of the rules, no written notice of the offense, no hearing upon suspension or expulsion, and no other due process rights for students.

**G. BKBA Violation of State Law and Retaliation**

93. BKBA has instructed the plaintiff teacher Nicole Conaway not to teach classes and content standards that are mandated by the Michigan merit curriculum.
94. Plaintiff Conaway stated in staff meetings while the administration was present and in a one-on-one meeting with the CFA principal that the elimination of classes was unfair to

the students and that the students were being wronged by not having classes with all teachers in core content areas as well as in art, music, health and other classes.

95. Plaintiff Conaway also stated at these meetings that the so-called “opportunity” to meet with these teachers occasionally was not sufficient to provide exposure to learning new academic ideas, concepts and key skills.
96. The plaintiff Conaway has protested BKBA’s elimination of classroom teaching, the lack of certified teachers, and BKBA’s directives to her and to other teachers not to teach classes.
97. The plaintiff Conaway also protested basing forty percent student’s academic grades on non-academic activities, unrelated to academic content expectations of the Michigan Merit Curriculum.
98. In retaliation for the above actions, BKBA has excluded Conaway from all but one staff meetings.

**COUNT I**  
**DETROIT PUBLIC SCHOOLS AND BLANCHE KELSO BRUCE ACADEMY**  
**VIOLATION OF TITLE IX (20 USC §1681)**

99. The allegations of the preceding paragraphs are repeated as if fully set forth herein.
100. The Detroit Public Schools (DPS) and Blanche Kelso Bruce Academy (BKBA) receive federal financial assistance.
101. As recipients of federal funds DPS and BKBA may not, under Title IX, deny the benefits of any education program or activity on the basis of sex or because a student is pregnant or parenting.
102. As shown above, the defendants, DPS and BKBA, are discriminating against students at CFA through providing an education to pregnant and parenting female students

of CFA that is substantially inferior to the education received by students of both genders and by non-parents in the Detroit Public Schools as well as within the Blanche Kelso Bruce Academy School District.

103. In violation of Title IX of the Education Amendments of 1972 and by the acts set forth above, and by otherwise discriminating against and denying educational requirements to the students of CFA, the defendants have acted in a manner that has caused and will continue to cause irreparable harm to the plaintiffs and has caused and will cause substantial emotional pain, suffering and distress.

WHEREFORE plaintiffs ask this Court to:

- A. Declare that by the acts set forth above, the defendants have violated the rights of the plaintiffs under Title IX of the Education Amendments;
- B. Enjoin defendants from denying plaintiffs' right to similar and equal instruction from certified teachers through state-mandated courses and classes required for graduation by the Michigan Merit Curriculum and High School Content Expectations;
- C. Enjoin defendants from terminating services and programs offered to students at CFA prior to the 2012-2013 school year;
- D. Enjoin defendants from requiring a Juvenile Court referral in order to gain admission into CFA;
- E. Enjoin the defendants from incorporating CFA into a strict discipline academy school district;
- F. Grant plaintiffs damages against the defendants in an amount sufficient to compensate plaintiffs for their suffering due to their effective bar to an educational benefit;
- G. Grant plaintiffs their attorney fees and costs and other such relief as is just and equitable.

**COUNT II**  
**DETROIT PUBLIC SCHOOLS AND BLANCHE KELSO BRUCE ACADEMY**  
**VIOLATION OF ELLIOTT-LARSEN 453 of 1976**

104. The allegations of the preceding paragraphs are repeated as if fully set forth herein.

105. The Detroit Public Schools (DPS) and Blanche Kelso Bruce Academy (BKBA) are educational institutions in the State of Michigan.

106. As educational institutions in the State of Michigan, DPS and BKBA may not discriminate against the plaintiffs in the full utilization of or benefit from the institution, or the services, activities, or programs provided by the institution because of sex or because a student is pregnant or parenting.

107. As shown above, the defendants, DPS and BKBA are discriminating against students at CFA through providing an education to pregnant and parenting female students of CFA that is grossly inferior to the education received by students of both genders and non-parents in Detroit Public Schools as well as within the Blanche Kelso Bruce Academy School District.

108. In violation of the Elliot-Larsen Civil Rights Act 453 of 1976 and by the acts set forth above, and by otherwise discriminating against and denying educational requirements to the students of CFA, the defendants have acted in a manner that has caused and will cause irreparable harm to the plaintiffs and has caused and will cause the students to suffer substantial emotional pain, suffering and distress.

WHEREFORE plaintiffs ask this Court to:

- A. Declare that by the acts set forth above, the defendants have violated the rights of the plaintiffs under Elliot-Larsen Civil Rights Act 453 of 1976;



- B. Enjoin defendants from denying plaintiffs right to similar and equal instruction from certified teachers through state-mandated courses and classes required for graduation by the Michigan Merit Curriculum and High School Content Expectations;
- C. Enjoin defendants from terminating services and programs offered to students prior to the 2012-2013 school year at CFA;
- D. Enjoin defendants from requiring a Juvenile Court referral in order to gain admission into CFA;
- E. Enjoin the defendants from incorporating CFA into a strict discipline academy school district;
- F. Grant plaintiffs damages against the defendants in an amount sufficient to compensate plaintiffs for their suffering due to their effective bar to an educational benefit;
- G. Grant plaintiffs their attorney fees and costs and other such relief as is just and equitable.

**COUNT III**  
**WAYNE COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY**  
**VIOLATION OF TITLE IX (20 USC §1681)**

- 109. The allegations of the preceding paragraphs are repeated as if fully set forth herein.
- 110. Wayne County Regional Educational Service Agency (Wayne RESA) receives federal financial assistance.
- 111. As recipients of federal funds Wayne RESA may not deny the benefits of any education program or activity on the basis of sex or because a student is pregnant or parenting.
- 112. Wayne RESA is responsible for monitoring and enforcing BKBA's responsibilities to provide successful, high quality education to its students.

113. In violation of Title IX of the Education Amendments of 1972 and by the acts set forth above, and by otherwise failing to supervise BKBA, thus discriminating against and denying educational requirements to the students of CFA, the defendants have acted in a manner that has caused and will continue to cause irreparable harm to the plaintiffs.

WHEREFORE plaintiffs ask this Court to:

- A. Declare that by the acts set forth above, the defendants have violated the rights of the plaintiffs under Title IX of the Education Amendments;
- B. Enjoin the defendants from overseeing and assisting in the denial of plaintiffs' right to equal instruction from certified teachers through state-mandated courses and classes required for graduation by the Michigan Merit Curriculum and High School Content Expectations;
- C. Enjoin the defendants from overseeing and assisting in the termination of pre-2012-2013 school year services and programs offered to students at CFA;
- D. Enjoin the defendants from allowing BKBA to provide no Student Code of Conduct and other Due Process Rights;
- E. Enjoin the defendants from incorporating CFA into a strict discipline academy school district;
- F. Grant plaintiffs' damages against the defendants in an amount sufficient to compensate plaintiffs for their suffering due to their effective bar to an educational benefit;
- G. Grant plaintiffs their attorney fees and costs and other such relief as is just and equitable.

**COUNT IV  
WAYNE COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY  
VIOLATION OF ELLIOTT-LARSEN 453 of 1976**

114. The allegations of the preceding paragraphs are repeated as if fully set forth herein.
115. As an educational institution in the State of Michigan, Wayne RESA may not discriminate against the plaintiffs in the full utilization of or benefit from the institution, or the services, activities, or programs provided by the institution because of sex or because a student is pregnant or parenting.
116. As shown above, the defendant Wayne RESA is discriminating against students at CFA through providing an education to pregnant and parenting female students of CFA that is grossly inferior to the education received by students of both genders and non-parents in Detroit Public Schools as well as within the Blanche Kelso Bruce Academy School District.
117. Wayne RESA is responsible for monitoring and enforcing BKBA's responsibilities to provide successful, high quality education to its students.
118. In violation of Elliot-Larsen Civil Rights Act 453 of 1976 and by the acts set forth above, and by otherwise failing to supervise BKBA, thus discriminating against and denying educational requirements to the students of CFA, the defendants have acted in a manner that will cause irreparable harm to the plaintiffs and has caused and will cause the students to suffer substantial emotional pain, suffering and distress.

WHEREFORE plaintiffs ask this Court to:

- A. Declare that by the acts set forth above, the defendants have violated the rights of the plaintiffs under Elliot-Larsen Civil Rights Act 453 of 1976;
- B. Enjoin the defendants from overseeing and assisting in the denial of plaintiffs' right to similar and equal instruction from certified teachers through state-mandated courses

and classes required for graduation by the Michigan Merit Curriculum and High School Content Expectations;

- C. Enjoin the defendants from overseeing and assisting in the termination of pre-2012-2013 school year services and programs offered to students at CFA;
- D. Enjoin the defendants from allowing BKBA to be no Student Code of Conduct and other Due Process Rights;
- E. Enjoin the defendants from incorporating CFA into a strict discipline academy school district;
- F. Grant plaintiffs damages against the defendants in an amount sufficient to compensate plaintiffs for their suffering due to their effective bar to an educational benefit;
- G. Grant plaintiffs their attorney fees and costs and other such relief as are just and equitable.

#### **COUNT V**

#### **BKBA and Wayne RESA have Violated the Due Process Rights of CFA Student Plaintiffs**

- 119. The allegations of the preceding paragraphs are repeated as if fully set forth herein.
- 120. BKBA is required by MCLA 380.1312(8) to adopt a code of student conduct.
- 121. The defendants have not published a written student code of conduct.
- 122. Punishments such as suspensions and expulsions have been arbitrarily carried out without notice or due process for students in violation of the Fourteenth Amendment and 42 U.S.C. §1983.
- 123. Having no recourse to defend themselves against alleged acts resulting in suspensions and expulsions, the plaintiff students' academic record and right to an education have been irreparably harmed and continue to be harmed.

WHEREFORE plaintiffs ask this Court to:

- A. Declare that by the acts set forth above, the defendants have violated the rights of the plaintiffs under MCLA 380.1312(8) and the plaintiffs' right to due process of law;
- B. Enjoin defendants from disciplining students with no written student code of conduct, no hearing procedure, no notice of hearing procedure, no written notice of the charges against the students, no notice of a hearing, and no hearing at all;
- C. Grant plaintiffs' damages against the defendants in an amount sufficient to compensate plaintiffs for their suffering due to their effective bar to an educational benefit;
- D. Grant plaintiffs their attorney fees and costs and other such relief as are just and equitable.

## **COUNT VI**

### **BKBA VIOLATION OF STATELAW AND RETALIATION**

- 124. The defendant BKBA has discriminated and retaliated against plaintiff Nicole Conaway in violation of Title IX.
- 125. The defendant BKBA gave and continues to give plaintiff Conaway unlawful directives.
- 126. The defendant BKBA retaliated against Conaway because she complained against the defendant's discrimination against the CFA pregnant and parenting students.
- 127. As a direct result of the defendant's actions stated above, and directives not to teach classes, directives to fraudulently base grades and credits on non-academic elements in stead of mandatory state requirements and retaliation against plaintiff Conaway for protesting against the discrimination that the CFA students were facing, plaintiff Conaway has suffered substantial emotional pain, suffering and distress.

WHEREFORE plaintiffs ask this Court to:

- A. Declare that by the acts set forth above, the defendant has discriminated against and retaliated against plaintiff teacher Conway.
- B. Enjoin the defendant from giving plaintiff teacher Conway unlawful directives;
- C. Enjoin the defendant from retaliation against Conway, including exclusion from staff meetings;
- D. Grant plaintiff Conway damages against the defendants in an amount sufficient to compensate plaintiff Conway for her suffering due to the defendants actions;
- E. Grant plaintiff Conway her and costs and other such relief as is just and equitable.

**Jury Demand**

Plaintiffs hereby demand a jury trial pursuant to Rule 38(b) of the Federal Rules of Civil

Procedure on all issues so triable.

Date: June 3, 2013

By: /s/ Monica R. Smith  
One of the Plaintiffs' Attorneys

Monica R. Smith (P-73439)  
Joyce P. Schon (P-73362)  
Shanta Driver (P-65007)  
George B. Washington (P-26201)  
Scheff, Washington & Driver, P.C.  
645 Griswold Street, Suite 1817  
Detroit, Michigan 48226  
(313) 585-3637 (main)  
(313) 963-1921 (George B. Washington)  
Fax: (313) 963-7587  
monicareneesmith@gmail.com



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**ORDER TO ENTER INTO AN AGREEMENT WITH BLANCHE KELSO BRUCE  
ACADEMY TO CONTINUE EDUCATIONAL PROGRAMS AS PREVIOUSLY  
PROVIDED BY BARSAMIAN AND HANCOCK SCHOOLS**

Order 2011-EMRR3

BY THE POWER AND AUTHORITY VESTED IN THE EMERGENCY MANAGER (“EMERGENCY MANAGER”) FOR THE SCHOOL DISTRICT OF THE CITY OF DETROIT, MICHIGAN (“DISTRICT”) PURSUANT TO MICHIGAN’S PUBLIC ACT 4 OF 2011, THE LOCAL GOVERNMENT AND SCHOOL DISTRICT FISCAL ACCOUNTABILITY ACT, (“LGSDFA” and or “PA 4”); ROY S. ROBERTS, THE EMERGENCY MANAGER, ISSUES THE FOLLOWING ORDER:

**Whereas**, the District is currently in Receivership pursuant to Public Act 4 due to its financial condition; and

**Whereas**, pursuant to Public Act 4, the Emergency Manager has broad powers in Receivership to rectify the financial emergency and to assure the fiscal accountability of the school district and its capacity to provide or cause to be provided necessary educational services essential to the public health, safety and welfare; and

**Whereas**, the District has determined that it is can no longer financially support the programs offered to students Barsamian and Hancock Schools, District schools for students that have been permanently expelled; and

**Whereas**, the Blanche Kelso Bruce Academy (“BKBA”) is a 5-12 grade Strict Discipline Academy chartered by Wayne RESA; and

**Whereas**, the Academy has represented that it has the capacity and capability to accept District students who have been permanently expelled; and

**Whereas**, BKBA has agreed to enter into an agreement with the District wherein the District would refer eligible and permanently expelled District students to the BKBA and the District would assist in the transition; and

**Whereas**, the Academy has represented that it has the proven ability to fiscally manage the higher cost of services to populations with increased needs, in diverse settings in Detroit for 10 years; and

**Whereas**, BKBA has offered services to at risk student, has a long standing relationship with Wayne County Child and Family Services in support of comprehensive intervention services for youth who are at risk of failure due to a wide range of circumstances; and

**Whereas**, BKBA will assist students with best placement after the expulsion process which shall include readmission to the District; and

**Whereas**, an agreement with BKBA is consistent with Public Act 4 which more fully describes the duties, responsibilities and powers of the Emergency Manager to alleviate the financial emergency and provide or cause to be provided educational services essential to the public health, safety and welfare.

**THEREFORE, BE IT HEREBY ORDERED THAT:**

1. The School District of the City of Detroit shall enter into an agreement with the Blanch Kelso Bruce Academy to continue the provision of educational services as previously provided Barsamian and Hancock schools that is consistent with District policy, procedure, best practices, local, state and federal law and in the best interest of the student of the School District of the City of Detroit.
2. That the relevant District executives, administrators and employees shall assist in drafting and negotiating the agreement and setting forth processes and procedures to effectuate a successful partnership between the District and BKBA.
3. This Order may be amended, modified, repealed or terminated by any subsequent Order issued by the Emergency Manager.

Dated: 6/16/11

By:



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Roy S. Roberts  
Emergency Manager  
School District of the City of Detroit