

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO. 2020-04048

DIVISION 6

DOCKET NO: 11

BRIAN GIBSON

FILED
2020 MAY 26 PM 1:36

CIVIL
DISTRICT COURT

VERSUS

NEW BEGINNINGS SCHOOLS FOUNDATION
AND RUNELL J. KING

FILED: _____

DEPUTY CLERK

PETITION FOR DAMAGES EMOTIONAL DISTRESS

NOW INTO COURT, through undersigned counsel, comes plaintiff, Brian Gibson, a person of the full age of majority and domiciled in the Parish of Orleans, State of Louisiana, who respectfully asserts as follows:

I.

Made defendants herein are:

1. New Beginnings Schools Foundation, (herein after NBSF), is a non-profit corporation registered in, and authorized to do, and doing business in the State of Louisiana, Parish of Orleans
2. Runell J. King, a person believed to be of the full age of majority and domiciled in the State of Louisiana, Parish of East Baton Rouge.

II.

On or about May 24, 2019 Plaintiff Brian Gibson, while serving as Principal of John F. Kennedy High School at Lake Area received correspondence from Michael L. Washington, Director of Human Resources for NBSF, terminating his employment with New Beginnings Schools Foundation (attached exhibit 1). Principal Gibson's school assignment with NBSF began on July 9, 2018 extending until the end of the NBSF 2018-2019 academic calendar school year (attached exhibit 2 offer letter). During said term Principal Gibson was to receive total compensation from NBSF in the cash amount of one hundred eighteen thousand five hundred and sixty...

administration leader. Principal Gibson has received many awards and accolades for his performances in those various jobs.

III.

Pursuant to NBSF'S employee handbook Principal Gibson performed all duties incumbent upon him faithfully and efficiently. Additionally, Principal Gibson abided by all of the laws of the State of Louisiana, rules and regulations of the State Board of Elementary and Secondary Education, State Department of Education, New Beginnings Schools Foundation Board, New Beginnings Schools CEO.

IV.

On or about February 1, 2019 defendant, Runell J King orchestrated and alleged an improper/inaccurate grade adjustment scheme at John F. Kennedy High School at Lake Area. Carelessly, recklessly and in bad faith implicating Principal Gibson and the leadership team prior to proper due diligence or proper investigation. At all times material herein defendants NBSF and King knew or had reason to know that Principal Gibson had no knowledge or role whether actual or attributable to any alleged improper grade adjustments.

V.

Defendant King's allegations caused NBSF and Orleans Parish School Board to Launch two (2) separate investigations into said allegations of improper conduct. Both investigations were concluded with no findings to substantiate King's baseless allegations. In fact, King was disciplined by NBSF for failure to provide accurate or truthful data to support his allegation of improper grade adjustments.

X.

WHEREFORE, plaintiff prays that the Petition for Damages for Emotional Distress be filed, that defendants, NEW BEGINNINGS SCHOOLS FOUNDATION AND RUNELL J. KING , be duly cited and served with a certified copy of same, and that after due proceedings are had herein that there be judgment in favor of plaintiff and against defendants, jointly, severally, and in solido for any and all damages sustained by plaintiff, Brian Gibson, with legal interest, from the date of judicial demand and for all attorney's fees and costs of these proceedings. Plaintiffs further prays for all general and equitable relief to include compensatory and consequential damages.

Respectfully submitted by:

THE LAW OFFICES OF KENYA JAMAR ROUNDS, LLC



KENYA JAMAR ROUNDS (# 27871)
2475 Canal Street, Suite 200
New Orleans, LA 70119
Telephone: (504) 821-7999
Facsimile: (504) 821-7995

PLEASE SERVE:

New Beginnings Schools Foundation
Through their agent of Service:
Raphael Gang,
Finance Department
5800 St. Roch Avenue,
New Orleans, Louisiana 70122

Runell J. King
Through his attorney of record
Madison C. Pitre
Scott, Vicknair, Hair & Checki, LLC
909 Poydras Street, Suite 1100
New Orleans, Louisiana 70112
Or wherever he may be found

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PARISH OF ORLEANS

BEFORE ME, the undersigned Notary Public, personally came and appeared:

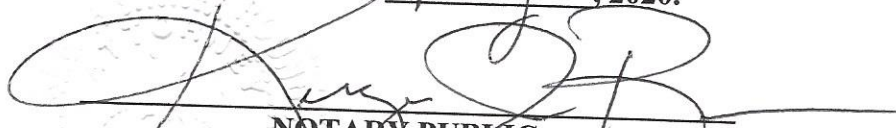
BRIAN GIBSON

Who, being duly deposed and sworn, stated that the foregoing allegations of fact are true and correct to the best of his knowledge, information and belief.



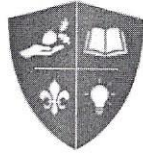
BRIAN GIBSON

SWORN TO AND SUBSCRIBED BEFORE ME,
THIS 26 DAY OF May, 2020.



NOTARY PUBLIC

KENYA JAMAR ROUNDS
NOTARY PUBLIC #66740
State of Louisiana
My Commission is issued for life



NBSF NOLA

NEW BEGINNINGS SCHOOLS FOUNDATION

2018 – 2019 Offer Letter

Dear Brian Gibson:

On behalf of New Beginnings Schools Foundation (NBSF), we are excited to extend you an offer for a position at New Beginnings Schools Foundation ("New Beginnings" or "NBSF") beginning on July 9, 2018 for the 2018 -2019 school year and ending on the specified date listed on the [2018-2019 NBSF Academic Calendar](#) according to your months of employment.

Our offer is based on the following terms and conditions including the salary listed below:

School Assignment	John F. Kennedy High School at Lake Area	Base Salary	\$110,000
Certificate #	A 052659 B 069939	Total Years of Teaching Experience	30
2018-2019 position offered	Principal	Effective Date of Assignment	July 9, 2018
Certificate Expiration Date	Life		

The above-mentioned salary is payable in equal semi-monthly installments over a 12-month period, paid on the 15th and last day of each month. You will receive payment only for services rendered. You may also receive paid time off. Please refer to your Employee Handbook for more information.

All compensation provided to you by NBSF shall be subject to applicable payroll taxes and withholdings in accordance with federal, state, and local law. Further, you will be eligible to participate in New Beginnings' benefit plans as they are established or amended from time to time, as well as health, dental, and vision benefits.

Your signature on this offer document confirms that you are aware and accept that all duties incumbent upon you must be performed faithfully and efficiently. Additionally, your signature acknowledges your awareness of the requirement to observe and abide by the laws of the State of Louisiana, rules and regulations of the State Board of Elementary and Secondary Education, State Department of Education, New Beginnings Schools Foundation Board, New Beginnings Schools CEO, and the Principal of the assigned school, provided such rules and regulations are within the role of these authorities.

In your capacity, you will work closely with key members of the team including the teachers, school leader, assistant principal and the entire New Beginnings' staff. Employment with New Beginnings is **at-will** and not for a specified term. This means that the CEO or her designee may remove a teacher for any reason, including a violation of Federal, State and local laws, or the policies, procedures, rules and regulations of the New Beginnings Schools Foundation in the manner provided by law. Further, this means that New Beginnings can terminate employment at any time and an employee can terminate employment with New Beginnings at any time.

Any contrary representations or agreements that may have been made to you are superseded by this Offer. Any modification or alteration of the at-will nature of your employment can be made only in writing signed by the Chief Executive Officer (CEO) and you.

Upon the completion of employment with the NBSF/School for any reason, you understand that you are required to return all New Beginning's property obtained during your employment, including but not limited to, files, business plans and forecasts, financial information, tangible property (including, but not limited to, computers, credit cards, entry cards, identification badges and keys) and any materials of any kind that contain or embody any proprietary or confidential information of the School and all reproductions thereof.

This offer is contingent upon your providing New Beginnings with a background check with the legally required proof of your identity and authorization to work in the United States. It is understood and agreed that you will perform the duties assigned to you to the best of your ability and will abide by the rules and regulations of the Louisiana Board of Elementary and Secondary Education, and as may be determined (or hereafter adopted) by the School and/or the School Leader.

Please affirm your acceptance of this offer by signing below. Acceptance of this offer does not change the at-will nature of your employment. It is also, by no means, a guarantee of employment. Should a significant change occur, such as, but not limited to, a change in enrollment, the NBSF School Principal will adjust its staff accordingly.

We are honored to welcome you to TEAM NBSF for the 2018-2019 school year, and we look forward to working with you.

Respectfully,

CEO, Michelle Blouin-Williams

I, _____, accept this offer of employment with _____ at New Beginnings Foundation for the 2018-2019 school year.



May 24, 2019

Via Certified Mail and/or Email

Brian Gibson
[REDACTED]
[REDACTED] 70056

Dear Mr. Gibson:

As you are aware, NBSF leadership requested an investigation into several allegations made against John F. Kennedy High School at Lake Area. Those allegations included, but were not limited to, the allegation of improper/inaccurate grade adjustments.

During the investigation, it became clear that you engaged in activities that violated your duties to the students and violated school policies and procedures as it relates to grading and grade adjustments. Accordingly, effective May 24, 2019, you are terminated from your employment with New Beginnings Schools Foundation. Your final paycheck will be provided in the delays allowed by law. That paycheck will include any and all amounts due to you per NBSF policy.

Your health insurance coverage will be effective until May 31, 2019, if you have elected coverage. Please be advised that you and your eligible dependents may continue participation in the organization's group medical and dental plans through the Consolidated Omnibus Budget Reconciliation Act (COBRA). Please contact Human Resources for more information. You should also receive information in the mail regarding your coverage. Please note, there are deadlines to opt into Cobra coverage. Immediate review and acceptance of your Cobra benefits will ensure that you retain your eligibility.

Additionally, you are required to immediately return all of the school's property obtained during your employment including, but not limited to, tangible property (which includes computers, identification badges and keys) and any materials of any kind that contain or embody any proprietary or confidential information of the New Beginnings Schools Foundation and/or JFK High School at Lake Area. These items are to be turned in to Michael Washington, the Director of Human Resources immediately or no later than the close of business, Tuesday, May 28, 2019.

Respectfully,

Michael L. Washington

Michael L. Washington, M. A.
Director of Human Resources

cc: Employee File