

DISTRICT COURT, ADAMS COUNTY, COLORADO 1100 Judicial Center Drive Brighton, Colorado 80601 Phone Number: (303) 659-1161	
Plaintiff: Brighton Collegiate High School  Defendant: Brighton District No. 27J	▲ COURT USE ONLY ▲
ATTORNEY FOR PLAINTIFF  Barry K. Arrington, #16,486 ARRINGTON LAW FIRM 7340 East Caley Avenue, Suite 360 Centennial, Colorado 80111 Phone Number: (303) 205-7870 FAX Number: (303) 463-0410 E-mail: <a href="mailto:barry@arringtonpc.com">barry@arringtonpc.com</a>	Case Number:
<b>VERIFIED COMPLAINT</b>	

Plaintiff Brighton Collegiate High School submits the following complaint against defendant Brighton District No. 27J.

#### I. PARTIES AND VENUE

1. Plaintiff Brighton Collegiate High School (the "Charter School") is a Colorado nonprofit corporation and charter school with an address of 3551 Southern Street, Brighton, Colorado 80601.

2. Defendant Brighton District No 27J (the "District") is a Colorado school district with an address of 18551 East 160<sup>th</sup> Avenue, Brighton, Colorado 80601.

3. Venue is proper in this Court pursuant to C.R.C.P. 98.

#### II. GENERAL ALLEGATIONS

4. The District has granted to the Charter School a charter to operate a public high school within the District pursuant to the Colorado Charter Schools Act, C.R.S. § 22-30.5-101 *et seq.* (the "Charter Schools Act").

5. The Charter School and the District entered into a "First Amended Charter School Renewal Contract" dated September 14, 2004 (the "Contract"). Pursuant to the

Charter Schools Act, the rights and duties of the parties with regard to the operation of the school are governed by the Contract, as amended.

6. On or about October 30, 2009 the Charter School's principal was informed that one of the Charter School's teachers might have engaged in inappropriate conduct of a non-sexual nature with a student. The Charter School has a "zero tolerance" policy regarding inappropriate conduct with students, and the principal immediately called Brighton law enforcement, performed his own investigation, and terminated the teacher's employment on November 3, 2009.

7. While the teacher's conduct toward the student was inappropriate, the Charter School's administration had no reason to believe that the student in question or any other student at the Charter School was ever in danger.

8. The Charter School has had difficulties in the past with sexual contact between staff and students. The last such incident of sexual contact between a student and teacher at the Charter School occurred nearly two years ago in December 2007. In the two years since that time there have been zero instances of sexual contact between staff and students at the school.

9. The incident that was reported in late October 2009 involved inappropriate communication between a staff member and a student, but it did not involve sexual contact. Again, the Charter School's administration has no reason to believe that this or any other student was ever in danger.

10. The District knows that the Charter School is represented by counsel. On or about November 6, 2009 the District's attorney contacted the Charter School's principal and requested a meeting to discuss this incident. The Charter School's attorney instructed the principal not to meet with the District's lawyer unless he was present, and the Charter School's attorney called the District's attorney that same day and left a voice mail indicating his willingness to discuss the matter with her.

11. For reasons that are unknown, the District has interpreted the Charter School's request to have its attorney present at meetings with the District's attorney as "obstructionist" behavior, and on November 10, 2009 the board of education of the District met and voted to instruct the Superintendent of the District to "seize control" of the Charter School.

12. Pursuant to the Contract and the Charter Schools Act, management of the high school is vested exclusively with the Charter School. The District has absolutely no authority to seize control of the school.

13. The Superintendent of the District has summoned the Charter School's principal to meet him at his office on November 11, 2009 at 7:00 AM. On information and belief the purpose of this meeting is to implement the District's plan unlawfully to seize control of the school.

III. FIRST CLAIM FOR RELIEF  
(Breach of Contract/Injunctive Relief)

14. Plaintiff hereby incorporates the allegations of paragraphs 1 through 12 as if fully set forth herein.

15. Pursuant to the Contract, the authority to operate Brighton Collegiate High School is vested exclusively in the Charter School.

16. The District has announced its intention to seize control of the school on Wednesday, November 11, 2009.

17. The District's intention and attempt to seize control of the school are a material breach of the Contract and a violation of the Charter School's contractual and statutory rights.

18. The Charter School requests the Court to enjoin the District's attempt unlawfully to displace the Charter School from operating the school.

Submitted this 11<sup>th</sup> day of November, 2009.

**/s/ Barry K. Arrington**

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Barry K. Arrington

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF ADAMS    )

David Gill, being first duly sworn, deposes and states as follows:

My name is David Gill. I am a director and vice president of Brighton Collegiate High School. I have personal knowledge of the matters set forth herein.

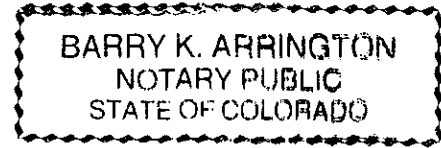
The factual statements set forth herein are true and correct to the best of my information, knowledge and belief.

  
David Gill

The foregoing was sworn before me by David Gill this 11<sup>th</sup> day of November, 2009.

Witness my hand and official seal.

B. K. Arrington  
Notary Public



My Commission Expires 06/16/2011

My commission expires: 6-16-2011

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