

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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DAWNMARIE CONTI,

Plaintiff,

-against-

LONGWOOD CENTRAL SCHOOL DISTRICT, ADAM  
DEWITT, and PATRICK GALLAGHER,

Defendants.

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Index No.:

**VERIFIED  
COMPLAINT**

**JURY TRIAL  
DEMANDED**

Plaintiff, by her undersigned attorneys, as and for his Complaint, alleges as follows:

**INTRODUCTION**

1. This is an action brought pursuant to Title VII of the Civil Rights Act of 1964, the NY State Human Rights Law, and 42 UDC Section 1983, addressed the sexual harassment faced by Plaintiff, and years of retaliation following her complaint about that harassment, culminating, most recently, by her involuntary transfer from a position she had for 10 years teaching band to students in the 7<sup>th</sup> and 8<sup>th</sup> grade in a middle school, to a position teaching music to 4<sup>th</sup> graders in an elementary school. Plaintiff seeks injunctive relief, damages and attorney's fees.

**JURISDICTION**

2. This Court's jurisdiction is invoked pursuant to 29 U.S.C. Section 1331, 42 USC Section 1983, and 42 U.S. Code § 2000e-5.

**PARTIES**

3. Plaintiff DawnMarie Conti is a band teacher and is an employee of Defendant Longwood Central School District; she resides in Suffolk County, New York.

4. Defendant Longwood Central School District (“LCSD”) is a Central School District organized under the laws of the State of New York that covers the hamlets of Ridge, Gordon Heights, Middle Island, Coram, and Yaphank, and parts of Rocky Point, Shoreham, Shirley, Miller Place, Medford, and Upton in Suffolk County. Its principal office is in Middle Island, New York.

5. Defendant Adam DeWitt is the Principal of Longwood Junior High School and is employed by Defendant LCSD. He is a resident of Suffolk County, New York. Defendant Dewitt has, at all relevant times, decisive input into personnel decisions at Longwood Junior High School including hiring, firing, evaluations and discipline of employees.

6. Defendant Patrick Gallagher is the Chairperson of the Music and Arts Department at Longwood Junior High School and is employed by Defendant LCSD. He is a resident of Suffolk County, New York. Defendant Gallagher has effective input into personnel decisions at Longwood Junior High School including hiring, firing, evaluations and discipline of employees.

**FACTS RELEVANT TO ALL CLAIMS**

A History of Sexual Harassment and Retaliation by Defendants

7. Plaintiff was hired on September 1, 2005 as a band teacher for Defendant LCSD.

8. Plaintiff has been an outstanding music educator, and for nearly 20 years has provided excellent service to her students and LCSD, teaching band instruments and conducting student band ensembles. She has taught band to 7<sup>th</sup> and 8<sup>th</sup> graders (principally 8<sup>th</sup> graders) at Longwood Junior High School since 2014. Her students and bands have consistently earned the

highest marks in New York State School Music Association festivals. She currently leads the prestigious Junior High School Jazz Band.

9. In or around September 2018 two new Seventh Grade music teachers, with choral backgrounds, were hired by LCSD to work at the Junior High School. These two individuals were the two most junior members of the music program at the Junior High School.

10. In or around September 2020, Defendant DeWitt added the teaching of general music classes to the schedule of band performance teachers. As a consequence, Plaintiff ultimately lost 5 lesson groups out of 23 with her band students each week—which amounted to the loss of an entire day of lessons with her students.<sup>1</sup>

11. Plaintiff complained to her Union representatives about the change in schedule to see if the matter could be addressed through the contractual grievance process.

12. After Defendant DeWitt discovered that Defendant had approached the Union to inquire about challenging the schedule he held a music staff meeting in September 2020, where he launched into an expletive filled rant that criticized and threatened any staff members who approached the Union to question his decisions.

13. After that meeting Defendant was subjected to a campaign of sexual harassment and retaliation any time she sought redress for her treatment at the hands of Defendant Dewitt, as well as Defendant Gallagher—who was enlisted by Defendant Dewitt—that has continued to this day.

14. This campaign included, but was not limited to, instances where:

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<sup>1</sup> At Longwood Junior High School, students learning band instruments rehearse together in a band class every other day of the week. Each section of instruments in the band receives specialized instruction in how to play their instruments and parts in lesson groups. In a School District like LCSD where very few students can afford private lessons, these lesson groups are critical.

- Defendant DeWitt repeatedly made sexually suggestive and degrading remarks to the Plaintiff, including suggesting in March 2020 that Plaintiff “butter him up [the District Music Director] massage him a little” and suggesting in February 2021 that Plaintiff enjoyed the carnal interest of a special needs student.
- Defendant DeWitt repeatedly asserted that Plaintiff was mentally unstable.
- Defendant Gallagher repeatedly defamed Plaintiff to other staff in the School District, falsely stating that she was difficult to work with and stating to her that her coworkers had stated that they did not feel comfortable working with her.
- Defendant DeWitt repeatedly placed unrealistic demands on Plaintiff’s schedule in a bid to set her up to perform poorly, e.g., at the height of the Covid pandemic, Defendant DeWitt pressured Plaintiff to hold a daytime winter concert in October 2020, and at the beginning of 2021 he took away “Bus Duty”<sup>2</sup> from Plaintiff.

15. Similarly situated male teachers made similar inquiries to the Union to challenge the actions of Defendants—and were never subjected to the conduct that is detailed above. For example, a male colleague of Plaintiff, Christopher Tunney, made direct complaints to the Union about Defendant Gallagher’s behavior in the same time-frame as the events that undergird this Complaint, without retaliation.

16. In around May 2022, Plaintiff approached the Human Resources Department at Longwood Junior High School to address some of the harassment she was being subjected to, she also began recording meetings with Defendant DeWitt at the suggestion of her Union.

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<sup>2</sup> Plaintiff would utilize “Bus Duty”—being scheduled to be on school grounds to receive and relieve students entering and exiting school grounds before and after the normal school day—to host extra instruction with her students. This is a common practice with music teachers assigned “Bus Duty” at Longwood Junior High School.

17. After discovering Plaintiff had recorded one of their staff meetings, and that she had approached Human Resources about his harassing behavior, Defendant DeWitt removed Plaintiff from teaching Band in June 2022.<sup>3</sup>

18. After Defendant DeWitt announced Plaintiff would be removed from band instruction she filed a claim for sexual harassment and retaliation with the New York State Division of Human Rights (“DHR”) on June 10, 2022. A copy of that complaint is attached herein as Exhibit A.

19. DHR found probable cause to continue the matter to a hearing on August 22, 2023. A copy of the finding is attached herein as Exhibit B.

20. The harassment and retaliation did not stop at this point, however, it accelerated.

21. In September 2022, at the start of the school year, Defendant DeWitt had Plaintiff—who was 20 weeks pregnant—removed from her office and placed in narrow emergency exit corridor that had hitherto been used as a storage space for instruments and documents. (This placement was later reversed after Plaintiff filed a grievance through her Union.)

22. On September 8, 2022, Plaintiff filed a new claim for retaliation with DHR. That claim is attached herein as Exhibit C. DHR found probable cause on this complaint as well. See Exhibit D.

23. In June 2023, Plaintiff was informed by Defendants that she would not be permitted to “roll-up”, i.e., continue to teach, the 7<sup>th</sup> grade band class she had just completed teaching for that year, during the next school year at 8<sup>th</sup> grade. It is custom and practice, to “roll-up” music teachers with their classes at Longwood Junior High School.

24. On June 23, 2023, Plaintiff filed a new claim for retaliation with DHR. This was her third claim at DHR. A copy of that claim is attached herein as Exhibit E.

25. A pattern emerged, since 2021, where at each step where Plaintiff seeks intervention and relief from Defendants discriminatory and retaliatory conduct they have punished her at the first available opportunity where it was within their authority to do the most harm, the beginning and end of the school year when major staffing decisions and teacher assignments are made by the School District.

26. Through the entirety of the conduct detailed above and below, the Superintendent of the School District knew of and implicitly approved of the conduct of Defendants DeWitt and Gallagher, by doing nothing to address their discriminatory and retaliatory conduct.

#### The Latest Instance Of Retaliation

27. In June 2024, Plaintiff was informed she was being transferred by Defendants out of the Junior High School she had worked in for 14 years, the last 10 of which involved 7<sup>th</sup> and 8<sup>th</sup> Grade Band, to instruct band and general music for 4<sup>th</sup> Graders at Coram Elementary School.

28. This action was carried out while Plaintiff still had three open cases at the State Division for Human Rights seeking relief in one for sexual harassment and retaliation, and in the other two for and retaliation, and where SDHR had found “Probable Cause.”

29. The imminent transfer to the Elementary School will result in a loss of income to Plaintiff, as she will no longer be paid any stipend, or will be paid a substantially reduced stipend, for after school hours concerts and performances. Elementary School band classes have one recital during the school year held during school hours, compared to the dozen, stipend eligible, after-school concerts and performances at the Junior High School, which a far more prestigious.

30. If Plaintiff is transferred to the Elementary School she will no longer be able to conduct the Junior High School Jazz Band, and the privileges and prestige attendant to that job will be irrevocably lost.

31. Transfer to the Elementary School will also interfere with Plaintiff's ability to care for her three elementary school aged children, who attend school in Patchogue-Medford School District. Plaintiff's current schedule permits her to pick her children up after their discharge from school and after school activities. One of her children is a special needs child. Indeed, after school activities have proved to be a great benefit to the academic performance of Plaintiff's special need child, in particular. The overlap in schedule that employment at the Coram Elementary will entail will interfere with those functions.

32. When Plaintiff made inquiry as to why she was being transferred she was informed that it was because she was "unhappy" at the Junior High School by the Superintendent of the School District in a meeting held on August 8, 2024.

33. Plaintiff has never requested a transfer out of the Junior High School. All she had wanted was a cessation of the harassment.

34. On June 28, 2024, Plaintiff filed another claim for retaliation with DHR. A copy of the claim is attached herein as Exhibit E.

35. At the request of Plaintiff, the DHR has administratively dismissed all of Plaintiff's NY State Human Rights Law claims so that she could pursue those claims in this Court.

36. The SDHR has agreed to administratively dismiss Plaintiff's SDHR cases, and has or will shortly issue a Right to Sue Letter, on behalf of the EEOC, addressing the four charges filed by Plaintiff.

37. Each of the allegations set forth in the paragraphs hereinabove are incorporated by reference into the causes of action set out below.

**AS FOR A FIRST CAUSE OF ACTION**  
**(against the School District under Title VII )**

38. By acting as described above Defendant District, acting through its agents, as set forth in Paragraph 14 above, has engaged in the sexual harassment pf Plaintiff in violation of Section 703(a)(1) of the Civil Rights Act of 1964 as amended, 42 U.S. Code § 2000e–2(a)(1).

**AS A SECOND CAUSE OF ACTION**  
**(against the School District under Title VII )**

39. By acting as described above Defendant, District acting through its agents, has unlawfully retaliated against Plaintiff in violation of Section 704(a) of the Civil Rights Act of 1964, 42 U.S. Code § 2000e–3(a)

**AS A THIRD CAUSE OF ACTION**  
**(against all Defendants under NY State Human Rights Law )**

40. By acting as described above Defendants Dewitt and Gallagher, and the District, acting through its agents, as set forth in Paragraph 14 above, engaged in the sexual harassment of Plaintiff in violation of Section 296 of the NY State Human Rights Law.

**AS A FOURTH CAUSE OF ACTION**  
**(against all Defendants under NY State Human Rights Law)**

41. By acting as described above Defendants Dewitt and Gallagher, and the District, acting through its agents, engaged in unlawful retaliation against Plaintiff in violation of Section 296 of the NY State Human Rights Law.

**AS A FIFTH CAUSE OF ACTION**  
**(against Defendants Dewitt and Gallagher under 42 USC Section 1983)**

42. By acting as described above Defendants Dewitt and Gallagher, and the District, acting through its agents, engaged in unlawful retaliation against Plaintiff in violation 42 USC



Section 1983 for her expression of protected speech and her attempt to accomplish a remedy through a government filing.

**DAMAGES**

43. Plaintiff, as a result of Defendants' actions, is threatened with a loss of wages and benefits, and has suffered severe emotional distress, with attendant physical symptoms, requiring medical care, in an amount exceeding \$1 million.

44. By proceeding against Plaintiff as described hereinabove, Defendants acted with malice or in reckless disregard of Plaintiff's rights, entitling him to punitive damages in the amount of \$2 million.

**JURY DEMAND**

45. Plaintiff demands a jury trial on all claims.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays that this Court

1. Enter a Preliminary Injunction barring Plaintiff's transfer to Coram Elementary School.
2. Enter judgment:
  - a) barring Plaintiff's transfer to Coram Elementary School;
  - b) reinstating Plaintiff to her position teaching band at Longwood Junior High School;
  - c) reinstating "Bus Duty" to Plaintiff's teaching schedule;
  - d) reinstating Plaintiff's lesson schedule as it existed prior to being assigned to General Music instruction;
  - e) awarding Plaintiff all pay and benefits lost;

f) awarding Plaintiff front pay should reinstatement prove to be an inequitable or impossible remedy;

g) awarding Plaintiff \$1 million in non-economic compensatory damages;

h) awarding Plaintiff punitive damages in the amount of \$2 million;

i) Awarding Plaintiff attorneys' costs and fees.

3. Grant such other and further relief as is just and equitable.

Dated: New York, New York  
August 18, 2024

ADVOCATES FOR JUSTICE,  
CHARTERED ATTORNEYS  
Attorneys for Plaintiff

By:           /s/ Arthur Z. Schwartz          

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VERIFICATION

DawnMarie Conti, Plaintiff, verifies, under penalty of perjury, that to her knowledge, information and belief, the allegations in the Complaint are true.

A handwritten signature in black ink, appearing to read "DawnMarie Conti", written over a horizontal line.

DawnMarie Conti

Sworn to before me this 16th day of  
August, 2024.

A handwritten signature in black ink, appearing to read "Laine Alida Armstrong", written over a horizontal line.

Notary Public  
Laine Alida Armstrong  
Notary Public of the State of New York  
No. 02AR6416573  
Qualified in Kings County  
My Commission Expires 04-19-2025