

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

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| CLARA LEE, | : |
| Plaintiff, | : |
| | : |
| -vs- | : Civil No. 3:02cv819(PCD) |
| | : |
| CITY OF HARTFORD/HARTFORD : | |
| PUBLIC SCHOOLS and | : |
| ANTHONY AMATO, | : |
| Defendants. | : |

RULING ON PLAINTIFF’S MOTION FOR RECONSIDERATION

Plaintiff moves for reconsideration of the ruling dismissing the City of Hartford as a party. For the reasons set forth herein, reconsideration is granted and the prior ruling is adhered to.

Plaintiff argues that this Court misunderstood the import of her argument as to why the City of Hartford should be held liable for discriminatory conduct by supervisors of the Hartford Public Schools System (“HPS”). Plaintiff argues that “under the ADEA, an employer is, in fact, liable for any violation of the law by its management agent,” and as such the City of Hartford is liable for the acts of supervisors within HPS. While plaintiff’s argument is generally correct, the unique circumstances of HPS require a different conclusion.

A municipality clearly may be held liable under the ADEA for the acts of supervisors in its employ, regardless of whether such supervisors are employed directly by the municipality or through a subordinate municipal agency. *See Quinones v. Evanston*, 58 F.3d 275 , 277 (7th Cir. 1995) (“[u]nder the ADEA . . . a municipality is vicariously liable . . . even if the supervisor acted in the teeth of the city’s policy”). Contrary to plaintiff’s interpretation, the ruling dismissing claims against the City in no way disregards the possibility of vicariously liability nor the definition of employer for purposes of the

ADEA, but rather is premised on the unique circumstances of the City's involvement with HPS as a result of action by the State of Connecticut.

In *Sheff v. O'Neill*, 238 Conn. 1, 678 A.2d 1267 (1996), the Connecticut Supreme Court identified constitutional deficiencies inherent in HPS and invited legislative intervention to remedy state constitutional violations, *id.* at 45-46. The legislature responded to *Sheff* by enacting 1997 Conn. Special Act 4 §§ 1, 2 (enacted Apr. 18, 1997). The Act removed the City of Hartford from any involvement in HPS except its responsibility for funding HPS.

There is no question that the period governed by the Act coincides with the allegations within plaintiff's complaint. As such, her case is not analogous to cases cited by plaintiff in which a municipality attempts to disavow its relationship to a supervisor by claiming the supervisor was employed by one of its municipal agencies, *see, e.g., Ritz v. Town of East Hartford*, 3:97CV01863 (GLG), 1998 WL 154541, at *4 (D. Conn. Mar. 18, 1998), but rather involves a municipality removed from the employment equation entirely by the State, which effectively substituted itself for the municipality.¹ By virtue of the State assuming control of HPS, the City ceased to be an employer.

Plaintiff also argues that municipal liability is required by the legislative acts governing the Hartford school system. Special Act 97-4, section 4(d), provides that the "city of Hartford shall remain financially responsible for any liabilities or obligations, including contingent liabilities and

¹ All cases cited to by plaintiff involve a master servant relationship governing cases, for example, where the municipality is the master and the agency claimed responsible for the conduct complained of is a servant of the municipality. Plaintiff cites to no case standing for the proposition that liability may be had against a municipality for the conduct of the State, as in the present case, which comes as no surprise as it would require that the municipality direct the State's action and stands in stark contrast to the history of events in Connecticut giving rise to the State's involvement in the school system.

obligations, incurred by the city council or the Hartford Board of Education prior to June 1, 1997.” The Act was amended on Special Act 01-7, section 3(d), to provide “[t]he city of Hartford shall remain financially responsible for any liabilities or obligations, including contingent liabilities and obligations, incurred by . . . the State Board of Trustees for the Hartford Public Schools.” Plaintiff argues that these Acts impose liability of the City for the conduct of the State Board of Trustees.

Although the argument is not without appeal, the express reference to financial responsibility vice legal responsibility requires as a matter of statutory interpretation that “liabilities and obligations” be interpreted in accordance with their financial rather than legal meaning. The relevant definition for liabilities is thus “pecuniary obligations . . . [or] debts,” WEBSTER’S THIRD NEW INTERNATIONAL DICTIONARY 1302 (1976), and for obligations is “formal and binding agreement[s] or acknowledgment[s] of a liability to pay a specified agreement or acknowledgment sum or do a specified thing,” *id.* at 1556. Defined as such, the pass-through financial liability contemplated by the Act would require, as a prerequisite, a judgment against the State. Any legal action, consistent with the Act, must therefore proceed against the State, not the City.²

² If plaintiff filed the complaint against the State, any degree of success on the claimed violation of the ADEA, violation of 42 U.S.C. § 1983 and breach of contract would be precluded by action of sovereign immunity. As such, it would be a curious result indeed if the State intended the City of Hartford to be held liable for misconduct of officers appointed by it when the State could not itself be held liable.

Plaintiff alludes to a case before Judge Underhill in which he denied a motion to dismiss under similar circumstances but fails to provide any indication of the reasoning behind such decision. The only indication as to why the motion to dismiss was not granted is that a determination could not be made absent consideration of evidence of the employment relationship with the City. As the legal justification for so concluding is unclear absent any documentation of the decision, a bare reference to the decision will not preclude dismissal of claims against the City.

Plaintiff's motion for reconsideration (Doc. No. 22) is **granted** and the original ruling is adhered to.

SO ORDERED.

Dated at New Haven, Connecticut, May ____, 2003.

Peter C. Dorsey
United States District Judge