

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

JOHN BERGONZI,)	
)	
Plaintiff,)	
)	
v.)	Civil Action Number:
)	
BARNSTABLE PUBLIC SCHOOLS,)	
)	
Defendant.)	
_____)	

COMPLAINT

Plaintiff John Bergonzi, by counsel, brings this action against Defendant Barnstable Public Schools for violation of 42 U.S.C. § 1983 and common law breach of contract and promissory estoppel.

JURISDICTION AND VENUE

1. The Court has jurisdiction of this lawsuit under 28 U.S.C. §§ 1331, 1367, and 1343(a)(3).
2. Venue is proper under 28 U.S.C. § 1391(b)(2).

PARTIES

3. Plaintiff John Bergonzi is a resident of Barnstable County, Massachusetts. He was hired by Barnstable Public Schools at the beginning of the 2024-25 school year to work as an associate principal at Barnstable High School.

4. Defendant Barnstable Public Schools is a department of the Town of Barnstable municipal government and a Massachusetts public employer within the meaning of MA. Gen. L. c 150E, § 1. Barnstable High School is part of Barnstable Public Schools.

STATEMENT OF FACTS

5. In August 2024, Plaintiff was a tenured science teacher at Brockton Public Schools in Brockton, Massachusetts. Plaintiff had taught at Brockton Public Schools for 17 years and began the 2024-25 school year teaching science at Brockton Public Schools, as he had in prior years.

6. On August 20, 2024, Plaintiff applied for an associate principal position at Barnstable High School.

7. On September 3, 2024, Plaintiff interviewed for the associate principal position at Barnstable High School with at least eight and as many as thirteen Barnstable Public Schools teachers and administrators.

8. Plaintiff also interviewed with Barnstable Public Schools Superintendent Sara Ahern and Barnstable High School Principal Jason Conneta on September 6, 2024.

9. During the interview process, Barnstable Public Schools personnel clearly and unambiguously told Plaintiff multiple times that no employment offer would be extended unless and until the district reviewed his social media activity, including his Facebook page, for any issues or concerns. It was explained to Plaintiff that a social media check was a routine part of the district's interview process.

10. At no point during the interview process did any Barnstable Public Schools personnel apprise Plaintiff about any issues or concerns the district had about Plaintiff's social media activity, including his Facebook page.

11. On September 10, 2024, Superintendent Ahern called Plaintiff and orally offered him the associate principal position at a salary of \$128,683 per year, plus benefits. Plaintiff orally accepted the superintendent's offer during the call, reasonably believing that Barnstable

Public Schools had reviewed his social media activity, including his Facebook page, and had no issues or concerns.

12. During the September 10, 2024 telephone call, Plaintiff also was advised that he would be provided paperwork for the new position at a later date and that he needed to meet with Barnstable Public Schools human resources personnel to complete the onboarding process.

13. At no point during the September 10, 2024 telephone call did Superintendent Ahern raise any issues or concerns about Plaintiff's social media activity, including Plaintiff's Facebook page.

14. Plaintiff met with Barnstable Public Schools human resources personnel on September 24, 2024 to begin the onboarding process. Plaintiff completed the onboarding process on September 30, 2024.

15. At no point during the onboarding process did any Barnstable Public Schools human resources personnel raise any issues or concerns about Plaintiff's social media activity, including Plaintiff's Facebook page.

16. Upon completion of the onboarding process, Plaintiff and Barnstable Public Schools personnel agreed that Plaintiff's start date would be October 7, 2024.

17. After completing the onboarding process on September 30, 2024 and receiving his start date, Plaintiff resigned from his tenured position at Brockton Public Schools in reliance on Barnstable Public Schools' promise of employment and representations about performing a social media check.

18. At no point before Plaintiff's resignation from Brockton Public Schools did any Barnstable Public Schools personnel advise Plaintiff that the district had any issues or concerns

with his social media activity, including his Facebook page, or that a social media check had not been performed.

19. Plaintiff began working as an associate principal at Barnstable High School on October 7, 2024, as previously agreed.

20. On October 15, 2024, more than a week after Plaintiff started working at Barnstable High School, Barnstable Public Schools provided Plaintiff with a letter confirming his salary, title, and October 7, 2024 start date. The letter also included the following representation: “Your start date is determined by a successful background check and completion of the onboarding process.” The representation further confirmed to Plaintiff that he had satisfied all requirements for employment at Barnstable Public Schools, including passing a social media check. Both Plaintiff and Superintendent Ahern signed the written letter on October 15, 2024.

21. On November 20, 2024, Plaintiff was called into a meeting with Principal Connetta and Barnstable Public Schools Human Resources Director William Cole. Also present was Plaintiff’s union representative. Plaintiff was handed a letter signed by Superintendent Ahern placing him “on paid administrative leave, effective immediately, pending [an] investigation into allegations that there are memes and posts on [his] Facebook page that require an investigation.”

22. Plaintiff subsequently learned that the investigation originated from an email sent to Barnstable Public Schools on November 15, 2024 by an individual identified only as a “concerned colleague.”

23. On December 3, 2024, Plaintiff and his union representative met with the Barnstable Public Schools Assistant Superintendent Kristin Harmon and Human Resources Director Cole. During the meeting, Plaintiff was shown the following Facebook posts:



24. Some of the posts had been included in the anonymous email received by Barnstable Public Schools. Others had been identified by Superintendent Ahern based on her own review of Plaintiff's Facebook posts.

25. All seven Facebook posts were shared by Plaintiff before he applied for the associate principal position. The earliest was dated July 6, 2023, and the latest was dated April 12, 2024.

26. All seven posts also addressed issues of public concern.

27. At the December 3, 2024 meeting, Assistant Superintendent Harmon and Human Resources Director Cole acknowledged that at no time had Plaintiff's Facebook page identified him as being affiliated with Barnstable Public Schools.

28. Assistant Superintendent Harmon also confirmed during the December 3, 2024 meeting that the posts had not caused any disturbance. Other than the single email from the individual whose identity was withheld from Plaintiff, neither Assistant Superintendent Harmon nor Human Resources Director Cole identified any parent, student, co-worker, or member of the public who raised any concerns about Plaintiff's posts, his social media activity, or his fitness to serve as an associate principal.

29. At no time during the November 20, 2024 or the December 3, 2024 meetings did Plaintiff receive any negative feedback about his work performance or professionalism.

30. On December 10, 2024, Plaintiff met with Superintendent Ahern and Human Resources Director Cole and was informed that his employment was being terminated. Plaintiff was provided a termination letter that gave no reason for the firing, but Superintendent Ahern represented to Plaintiff that he was being fired because his Facebook posts did not reflect the values of Barnstable Public Schools.

31. As of the December 10, 2024 termination, Barnstable Public Schools had not identified any disturbance caused by Plaintiff's posts. Other than the single email from the individual whose name was withheld from Plaintiff, Barnstable Public Schools also had not identified any instance in which a parent, student, co-worker, or member of the public raised any concern about Plaintiff's posts, his social media activity, or his fitness to serve as an associate principal. Nor did Barnstable Public Schools identify any concern about Plaintiff's work performance or professionalism.

32. As a result of his termination, Plaintiff has suffered lost income and employment benefits, emotional distress, and reputational harm. Plaintiff also has been unable to secure comparable employment and faces diminished employment prospects in his chosen line of work.

COUNT I
(42 U.S.C. § 1983—Retaliation for Protected Speech)

33. Plaintiff realleges paragraphs 1-32 as if fully stated herein.

34. Plaintiff enjoys the right to Freedom of Speech as protected by the First Amendment to the United States Constitution.

35. At all relevant times, Plaintiff was engaged in constitutionally protected speech when he posted content on Facebook that addressed matters of public concern. At all relevant times, Plaintiff's speech was undertaken in his capacity as a citizen, not as Defendant's employee.

36. Defendant, acting under color of Massachusetts law, deprived Plaintiff of his rights under the First Amendment to the United States Constitution by firing Plaintiff for engaging in protected speech.

37. Defendant's firing of Plaintiff constitutes an adverse action.

38. Plaintiff's interest in speaking out as a citizen about matters of public concern outweighs any interest Defendant may have in promoting the efficiency of its educational and other services.

39. Plaintiff's protected speech was a substantial or motivating factor in Defendant's decision to fire him, and, but for Plaintiff's protected speech, he would not have been fired.

40. Plaintiff suffered damages, including lost income and employment benefits, emotional distress, reputational harm, and diminished employment prospects, as a direct and proximate result of Defendant's violation of his constitutional rights.

COUNT II

(Breach of At-Will Employment Contract—Violation of Public Policy)

41. Plaintiff realleges paragraphs 1-32 as if fully stated herein.

42. An at-will employee may not be terminated if the termination violates an established public policy. *DeRose v. Putnam Management, Inc.*, 398 Mass. 205, 206 (1986).

43. Plaintiff's termination violated established public policy protecting freedom of speech, including the First Amendment to the United States Constitution and Article 16 of the Massachusetts Constitution, and therefore breached Plaintiff's at-will employment contract.

44. Defendant's breach caused Plaintiff to suffer damages, including lost income and employment benefits.

COUNT III

(Promissory Estoppel)

45. Plaintiff realleges paragraphs 1-32 as if fully stated herein.

46. Defendant promised Plaintiff employment after representing to Plaintiff that no employment offer would be extended unless Plaintiff passed a review by Defendant of his social media activity, including his Facebook page.

47. Defendant reasonably expected Plaintiff to rely on its promises and representations.

48. Plaintiff reasonably relied to his detriment on Defendant's promises and representations by resigning from his tenured teaching position at Brockton Public Schools, accepting Defendant's offer of employment, and commencing employment at Barnstable High School.

49. Defendant subsequently fired Plaintiff for his pre-employment social media activity, causing Plaintiff to suffer substantial reliance damages.

50. Injustice can be avoided only by enforcement of Defendant's promises and representations.

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in his favor against Defendant as follows: (1) an award of reliance damages in an amount to be determined at trial; (2) an award of compensatory damages in an amount to be determined at trial; (3) an award of nominal damages; (4) reasonable attorneys' fees and costs; and (5) all other relief that the Court deems just and proper.

* * *

PLAINTIFF DEMANDS A JURY TRIAL

Dated: January 8, 2026

Respectfully submitted,

/s/ Michael Bekesha

Michael Bekesha (BBO No. 675787)

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