

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION**

KAY E. ROYSTER)

Plaintiff,)

v.)

BOARD OF EDUCATION OF THE CITY OF)
PEORIA, SCHOOL DISTRICT NO.150;)
AARON SCHOCK, former President of the Board)
of Education, individually; VINCENT)
WIELAND, former President of the Board of)
Education, individually; SEAN MATHESON,)
Vice President of the Board of Education,)
Individually; MARY SPANGLER, member)
of the Board of Education)

Defendants.)

Case No.

Judge

Magistrate Judge

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff KAY E. ROYSTER, by her attorneys, for her Complaint against defendants BOARD OF EDUCATION OF THE CITY OF PEORIA, SCHOOL DISTRICT NO. 150 (“District 150”), AARON SCHOCK, individually, VINCE WIELAND, individually, and SEAN MATHESON, individually, alleges as follows:

NATURE OF THE ACTION

1. This is a civil action for damages and equitable relief to redress defendants’ deprivation of plaintiff’s rights under the Constitution of the United States. Plaintiff has been deprived of her rights under the Fourteenth Amendment by reason of defendants’ racially motivated adverse employment action against plaintiff, including placing Plaintiff on permanent administrative leave and publicly accusing her of wrongdoing while denying her a public forum to

respond to such accusations. Plaintiff brings this action under 42 U.S.C. §§ 1981 and 1983 and the Fourteenth Amendment to the Constitution of the United States.

JURISDICTION AND VENUE

2. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1343(a)(3).

3. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391, because defendants reside in this judicial district and because the acts giving rise to the claims alleged in this Complaint occurred within this district.

THE PARTIES

4. Plaintiff Kay E. Royster, Ed.D., (“Royster”) is an African-American woman, and served as the Superintendent of Schools, Peoria Public Schools, District No. 150, from July 1, 2002 until her placement on administrative leave by the Board of Education on July 30, 2004. Royster’s contract for the position of Superintendent of District No. 150 expired on June 30, 2005. Formerly Royster served as the Superintendent of Schools of the Kalamazoo Public Schools in Michigan (1996-2000), and as the Deputy Chief Executive Officer/Chief Academic Officer in the Detroit Public Schools (2000-2002).

5. Defendant Board of Education of the City of Peoria, School District No. 150 (“the Board”) is a body politic and corporation created by Illinois statute, (105 ILCS 5/10 *et.seq.*), which administers public schools in grades kindergarten through 12th grade in Peoria, Illinois.

6. Defendant Aaron Schock (“Schock”) was a Board Member of District 150 from 2001 until 2004, and served as Board Vice President from 2003 to 2004, and as its President though 2004. He is Caucasian. He is sued in his individual capacity for his unlawful acts committed under color of law.

7. Defendant Vincent Wieland (“Wieland”) served as Board President from 2003 through the placement of Royster on administrative leave. He is Caucasian. He is sued in his individual capacity for his unlawful acts committed under color of law.

8. Defendant Sean Matheson (“Matheson”) has served as a Board Member of District 150 from July 2002 to the present, and is currently the Board’s Vice President. He is Caucasian. He is sued in his individual capacity for his unlawful acts committed under color of law.

9. Defendant Mary Spangler (“Spangler”) has served as a Board member of District 150 from July 2004 to the present. She is Caucasian. She is sued in her individual capacity for her unlawful acts committed under color of law.

FACTUAL BACKGROUND

10. In April 2002 Royster was hired as a consultant with the Peoria Public School District No. 150.

11. Royster immediately began work to reorganize the District administration and to resolve employment issues surrounding the role of then-Assistant Superintendent for Community Relations Frances (“Ken”) Hinton.

12. Royster also began work on the budget that was in place prior to her appointment to Superintendent, and hired personnel for cabinet positions and dealt with other transitional issues.

13. Royster was appointed to the position of Superintendent of Schools, Peoria Public Schools, in April 2002, with a contract start date of July 1, 2002, and an end date of June 30, 2005. Royster was the first African-American, and first female, Superintendent in Peoria.

14. Peoria Public School District No. 150 has a history of racial conflict involving the

Board.

Royster's Achievements as Superintendent

15. Upon taking office as Superintendent, Royster immediately began making changes within the District, beginning with improvements to the District budget.

16. The budget for the 2003-2004 school year, which was presented to Royster upon her arrival at District No. 150 in April 2002, had a deficit of approximately \$13 million.

17. As part of the budget, the Board had approved the lay-off of more than twenty teachers. Such removals were not possible due to state legislation that requires notice to be given to teachers prior to termination.

18. Royster also took steps to put better management practices in place and to find economies within the budget. For example, Royster proposed requiring each department to develop its own budget rather than drawing money from the District No. 150 general fund, and hiring consultants rather than full-time staff to fill certain positions.

19. Royster performed her job responsibilities professionally, and made many improvements to the performance of Peoria District No. 150 during her tenure as Superintendent.

Movement to Terminate Royster Begins: October 2002

20. In approximately October 2002, less than three months after her contract period began, a meeting of Board Members was organized to discuss terminating Royster.

21. Board members Allen and Martha Ross were not invited to the meeting. Both Allen and Ross are African-Americans.

Racial Harassment of Royster: January 2003

22. At a Board meeting in January 2003, defendant Matheson accused Royster of

inappropriately spending Board money on entertainment, although he had previously addressed the question in the Board's Executive Session with Royster and Matheson had expressed satisfaction with Royster's response.

23. The majority of the "entertainment" in question involved several African-American organizations.

Peoria's Racial Tension Draws National Attention

24. Soon after the January 2003 Board meeting described above, Royster received a phonecall from a national facilitator.

25. The facilitator told Royster that Superintendent of the State Regional Office of Education had reviewed a videotape of the January 2003 meeting, and had requested the facilitator assist District No. 150 with its racial tensions.

26. The facilitator stated that he had concluded that the Board's actions had racial overtones, and offered to work with the District in order to improve student achievement.

27. At a subsequent Board meeting, then-Board President Wieland, Schock, Alicia Butler and Matheson (all Caucasian) stated that the Board financially could not afford to participate in the facilitator's plan.

28. Allen, Diessler and Ross were supportive of the project.

29. Royster stated that the money could be spent on the facilitator's plan without significantly impacting the general fund.

30. Ultimately, then-President Wieland stated that mediation was beginning with the Department of Justice under its own work relating to racial tension in the District, so the facilitator's mediation would be placed on hold.

January 2004: The 2004-2005 Budget Battle

31. In January, 2004 Royster presented to the Board the District's first balanced budget in seven years.

32. Dr. Royster reported in part that the Administration would save approximately \$1 million in its program with the Edison schools, in part because ten days were to be cut from the school year, bringing the Edison calendar in line with the district's calendar, and providing some cost savings in the transportation budget.

33. After much discussion with the Board regarding the Edison Schools contract, the School Board passed the motion to accept the Edison renewal management agreement, with Ms. Butler and Mr. Schock voting against the contract.

34. The length of the school days remained the same, however, after the signing of the Edison contract by the former Board President Vince Wieland.

35. As part of the movement to remove her from the Superintendency, defendants blamed the ensuing dispute on Royster.

Termination of Royster's Administrative Team Members

36. In or about March and April 2004, Tammy Rust, the Board's Business Manager and a qualified and important member of Royster's administration, was told she would be terminated if she did not resign, effectively weakening and dismantling Royster's administration, and damaging her ability to perform her duties.

37. Defendant Matheson, who raised the topic of terminating Rust or asking for her resignation, had not discussed his concerns with Royster, and had failed to inform Royster that the Board was dissatisfied with Rust's performance.

38. Patricia Williams, an African-American and a student services programs consultant, and a qualified and important member of Royster's administration, was not given a renewed annual contract for the 2004-2005 academic year.

39. Defendants' actions related to the two employees, among others, were taken as part of a movement to undermine Royster's authority and her ability to lead her administration.

Schock Arranges for Investigation of Royster's Past

40. Former councilwoman Teplitz was employed by the Board to conduct an investigation into Royster's background relating to her past position in Kalamazoo, Michigan, based on information provided to her by Aaron Schock, despite Royster already having undergone application for her position, interviewing and other processes to become Superintendent.

41. This investigation was conducted as part of a racially motivated plan to undermine Royster.

Wieland's Investigates Royster's Staff Based on Unnamed Source

42. Vince Wieland, then Board Member, requested a printout from the Director of Finance, Ron Pratt, of all central office administrator salaries.

43. Pratt told Wieland he had to request such information from Royster due to Board protocol regarding such reports.

44. Wieland then informed Royster that he had received information that some cabinet members were receiving salaries beyond the amounts approved by the Board, although he would not disclose his source.

45. Wieland then provided 20 names of staff, some of whom were not cabinet members, and requested salary information.

46. Royster presented the report to the Board, which revealed no improprieties.

Wieland Usurps Royster's Authority in Making Changes for Hearing Impaired Students

47. Royster began making changes in the District's placement of some hearing impaired students, to move them into a less isolated location so they would be integrated within the District's population.

48. When Royster informed the Board of these changes, she initially had the support of the Board, but after some teachers complained and a parent from outside the district complained, Wieland directed Royster to undo the changes she had begun to put into place.

May 13, 2004

49. On May 13, 2004, Royster was given a copy of her April 2004 evaluation, a conglomeration of both positive and negative subjective comments, which were taken from other documents, and listed without attribution in bullet-point fashion.

50. This confusing and bizarre "evaluation" did not provide Royster with useful criticism of her performance as it related to her performance objectives provided in her contract, which would have provided her with a guidepost as to how to measure her performance evaluation against her contract; rather, it listed anonymous and conclusory single statements, which appear without context, discussion, or useful information that might make the evaluation a usable document.

51. Royster requested that defendants provide her a new evaluation that would more clearly measure her performance against her contract's performance objectives, but defendants and the Board refused to provide such an evaluation.

Royster Put on Indefinite Administrative Leave

52. Royster's employment contract with the Board provided that the Board could only terminate her for good cause, and only after receiving written charges and a fair hearing at which Royster could present evidence that the Board lacked sufficient cause to terminate her employment. Recognizing that in fact there was no just cause for Royster's dismissal, defendants instead chose to place her on administrative leave for the remainder of her contract term, effectively removing her from her position as Superintendent, while denying her a just cause hearing.

53. Plaintiff was given notice of her administrative leave verbally on July 26, 2004 by Aaron Schock, School Board President, and in a letter from Aaron Schock dated July 28, 2004.

54. On July 30, 2004, a majority of the Board, defendants Schock, Wieland, Matheson and Spangler, voted to place Royster on administrative leave.

55. Royster performed her duties as Superintendent satisfactorily, and her work should have been satisfactory to an unbiased Board.

56. The Board had no just cause to bar her from her duties or to discharge her.

Defendants Continue Publicly to Disparage Royster

57. Even after Royster was placed on administrative leave, defendants continued publicly to disparage Royster and to blame her for District problems, although she was not responsible for the issues in question.

Defendants Deny Royster An Opportunity To Be Heard And Refute Their False Accusations

58. Due to the false charges publicly lodged against her, Royster attended a Board

meeting in September 2004 with the intent to address the Board and public during the public comments segment to refute the defendants' false statements about her.

59. Despite other members of the public being allowed to speak, Board members Defendants Schock and Matheson, and Board Members Mary Spangler and Alicia Butler (all Caucasian members of the Board) all voted to deny Royster the opportunity to be heard.

Royster Replaced By Two Employees, One Whom Is Uncertified

60. After Royster's ouster, the Board replaced her with a Caucasian, Chuck Fabish, as Interim Superintendent, and an African-American, Hinton, as Deputy Interim Superintendent.

Upon Fabish's failure to return to the job in January 2005, he was replaced by Hershel Hannah (African American) and Cindy Fischer (Caucasian), who were to report to Hinton.

61. Thus, in addition to paying Royster during the term of her contract, the Board paid two, and then three administrators to perform the duties Royster had performed as Superintendent.

62. Hinton was uncertified, and so he could not hold the position of Superintendent.

63. Despite his lack of qualifications, Hinton was paid more than Royster, who was a qualified and full time Superintendent.

Damage To Career

64. Royster attempted to mitigate her damages by continually seeking alternate employment upon being placed on administrative leave, but has been unable to find equivalent work.

65. Royster's image was tainted with potential employers due to the public discussions by the District Board regarding Royster's administrative leave, and defendants' public disparagement of Royster and her abilities and performance as Superintendent.

66. Inviting yet more attention and controversy, defendant Schock even challenged Royster publicly to release her confidential performance evaluations to the public so that the public would know the reasons for her dismissal.

67. Such a challenge, coming from the Board President, received media attention and exacerbated the damage defendants had caused to Royster's reputation as an education administrator.

68. The media's ensuing interest in the matter led to a Freedom of Information Act request from a Peoria newspaper to the Board, requesting Royster's evaluations, and further media attention to the matter.

69. Defendants' continued public disparagement of Royster made her unemployable as a school superintendent for a period of almost two years.

COUNT I
DUE PROCESS VIOLATION-DEPRIVATION OF
OCCUPATIONAL LIBERTY INTEREST (42 U.S.C. § 1983)

70. Plaintiff repeats and realleges Paragraphs 1 through 69 above as though fully set forth herein.

71. Plaintiff possesses a constitutionally protected liberty interest in pursuing a chosen career, in her reputation in that field, and in her ability to find employment as a Superintendent.

72. Defendants publicly made false statements regarding Royster's job performance, and publicly stated that District problems and mismanagement were due to Royster's actions or inactions, depriving Royster of her occupational liberty.

73. Defendants also failed to permit Royster to speak publicly to the Board to clear her name, or to provide her with a hearing regarding her placement on paid administrative leave for

the remainder of her contract.

WHEREFORE, the plaintiff, Royster, prays for entry of judgment in her favor and against defendants, and for all relief appropriately available to her under 42 U.S.C. § 1983.

COUNT II
EQUAL PROTECTION VIOLATION (42 U.S.C. § 1983)

74. Plaintiff repeats and realleges Paragraphs 1 through 73 as though fully set forth herein.

75. Royster's African-American race was a substantial factor that motivated defendants to take adverse job action against her, including but not limited to putting her on administrative leave and prohibiting her from carrying out her job responsibilities.

76. Plaintiff has suffered embarrassment, humiliation, and mental and emotional distress as the result of defendants' unlawful acts.

77. In denying plaintiff the ability to enforce her contract for services, defendants acted with reckless and callous indifference to plaintiff's federally protected rights.

WHEREFORE, the plaintiff, Royster, prays for entry of judgment in her favor and against defendants, and for all relief appropriately available to her under 42 U.S.C. § 1983.

COUNT III
EQUAL RIGHTS VIOLATION (42 U.S.C. § 1981)

78. Plaintiff repeats and realleges Paragraphs 1 through 77 as though fully set forth herein.

79. Royster is entitled, pursuant to 42 U.S.C. § 1981, to the same rights in every State and Territory to make and enforce contracts and to the full and equal benefit of all laws and proceedings for the security of property as is enjoyed by white citizens.

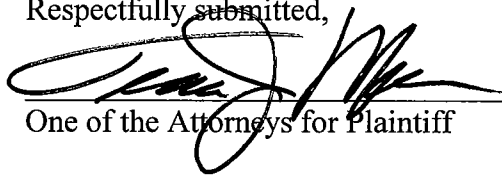
80. Due to defendants' intentional and discriminatory actions set forth in part above, based on Plaintiff's African-American race, Plaintiff was prevented from enforcing her employment contract to the full and equal benefit of all laws and proceedings for the security of property as is enjoyed by white citizens.

WHEREFORE, the plaintiff, Royster, prays for entry of judgment in her favor and against defendants, and for all relief appropriately available to her under 42 U.S.C. § 1981.

JURY DEMAND

Plaintiff demands trial by jury.

Respectfully submitted,



One of the Attorneys for Plaintiff

Terence J. Moran (lead counsel)
Allison G. Margolies
HUGHES SOCOL PIERS RESNICK & DYM
70 West Madison Street, Suite 4000
Chicago, Illinois 60602
(312) 580-0100