

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF ILLINOIS
 PEORIA DIVISION

KAY E. ROYSTER,)	
)	
Plaintiff,)	
)	
vs.)	Case No. 06-1174
)	
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.)	

ANSWER TO COMPLAINT AND AFFIRMATIVE DEFENSES

COME NOW the defendants, 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, (former) Vice President of the Board of Education, individually; MARY SPANGLER, member of the Board of Education, by and through their attorneys, HINSHAW & CULBERTSON LLP, and for their Answer to Plaintiff's Complaint and Affirmative Defenses,¹ state as follows:

¹ For the convenience of the parties and the court, the allegations and major headings of the complaint have been repeated. The argumentative subheadings, the allegations of which are denied, have not been.

NATURE OF THE ACTION

1. This is a civil action for damages and equitable relief to redress defendants' deprivation of plaintiffs 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.

ANSWER: The defendants admit that Paragraph 1 summarizes the plaintiff's claims made against the defendants. The defendants deny that the plaintiff's complaint states a claim for which relief can be granted.

JURISDICTION AND VENUE

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

ANSWER: Admitted.

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.

ANSWER: Admitted.

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).

ANSWER: The defendants admit that the plaintiff is an African-American woman and served as the Superintendent of Schools for District 150 from July 1, 2002, until being placed on administrative leave by the Board of Education on July 30, 2004, and that her contract for the position expired on June 30, 2005. The defendants further admit that the plaintiff had been formerly employed at the Kalamazoo, Michigan, public schools and at the Detroit, Michigan, public schools. The defendants lack knowledge or information sufficient to form a belief as to the remainder of the allegations contained in Paragraph 4.

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.

ANSWER: Admitted.

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 through 2004. He is Caucasian. He is sued in his individual capacity for his unlawful acts committed under color of law.

ANSWER: The defendants deny that Shock has committed any unlawful acts. The defendants admit the remaining allegations contained in Paragraph 6.

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.

ANSWER: The defendants deny that Wieland was Board President through the date when Royster was placed on administrative leave, or that he has committed any unlawful acts. The defendants admit the remaining allegations contained in Paragraph 7.

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.

ANSWER: The defendants deny that Matheson has committed any unlawful acts and deny that he is currently the Board’s Vice President. The defendants admit the remaining allegations contained in Paragraph 8.

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.

ANSWER: The defendants deny that Spangler has committed any unlawful acts. The defendants admit the remaining allegations contained in Paragraph 9.

FACTUAL BACKGROUND

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

ANSWER: Admitted.

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.

ANSWER: The defendants, except as to Defendant Spangler, admit that Royster began work to reorganize the District administration. The defendants, except as to Defendant Spangler, deny the remaining allegations contained in Paragraph 11. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 11.

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.

ANSWER: The defendants, except as to Defendant Spangler, admit that Royster hired personnel for cabinet positions and dealt with other transitional issues. The defendants, except as to Defendant Spangler, lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 12. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 12.

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.

ANSWER: The defendants admit that the plaintiff's contract as Superintendent with District 150 started on July 1, 2002, and had an end date of June 30, 2005. The defendants admit that the plaintiff was the first African-American, and first female Superintendent of District 150. The defendants deny the remaining allegations contained in Paragraph 13.

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

ANSWER: Denied.

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

ANSWER: The defendants, except as to Defendant Spangler, admit that the plaintiff immediately began making changes within the District upon taking office as Superintendent. The defendants, except as to Defendant Spangler, deny the remaining allegations contained in Paragraph 15. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15.

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.

ANSWER: The defendants, except as to Defendant Spanlger, deny the allegations in Paragraph 16. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 16

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.

ANSWER: The defendants, except as to Defendant Spangler, deny the allegations in Paragraph 17. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17.

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.

ANSWER: The defendants, except as to Defendant Spangler, admit that the plaintiff proposed hiring consultants rather than full time staff to fill certain positions. The defendants, except as to Defendant Spangler, deny the remaining allegations contained in Paragraph 18. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 18.

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

ANSWER: Denied.

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.

ANSWER: The defendants, except as to Defendant Spangler, deny the allegations in Paragraph 20. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 20.

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

ANSWER: The defendants admit that Allen and Ross are African-Americans. The defendants, except as to Defendant Spangler, deny the remaining allegations contained in Paragraph 21. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21.

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.

ANSWER: The defendants, except as to Defendant Spangler, state that Defendant Matheson asked the plaintiff about certain expenditures made by her on a date presently unrecalled. The defendants, except as to Defendant Spangler, deny the remainder of the allegations contained in Paragraph 22. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 22.

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

ANSWER: The defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 23.

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

ANSWER: The defendants, except as to Defendant Spangler, admit that at some time in 2002 or 2003 the plaintiff spoke with a facilitator, but lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 24. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 24.

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.

ANSWER: The defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 25.

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.

ANSWER: The defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26.

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.

ANSWER: The defendants admit that Board Members Wieland, Shock, Butler, and Matheson are Caucasian. The defendants, except as to Defendant Spangler, further admit that some members of the Board expressed the opinion that District 150 was already receiving the services of a facilitator and did not need to incur additional expense in retaining another facilitator. The defendants, except as to Defendant Spangler, deny the remaining allegations in Paragraph 27. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27.

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

ANSWER: Admitted.

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

ANSWER: Admitted.

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.

ANSWER: The defendants, except as to Defendant Spangler, admit that the United States Department of Justice was providing mediation services to District 150, which would make the retention of a private facilitator unnecessary. The defendants, except as to Defendant Spangler, deny the remaining allegations contained in Paragraph 30. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 30.

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

ANSWER: The defendants, except as to Defendant Spangler, deny the allegations contained in Paragraph 31. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 31.

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.

ANSWER: The defendants, except as to Defendant Spangler, admit the allegations contained in Paragraph 32. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 32.

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.

ANSWER: The defendants, except as to Defendant Spangler, admit the allegations contained in Paragraph 33. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 33.

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.

ANSWER: The defendants, except as to Defendant Spangler, admit that the length of the school days remained the same. The defendants, except as to Defendant Spangler, further admit that the “Edison contract” was signed by Defendant Wieland. The defendants, except as to Defendant Spangler, deny any causal connection between the length of the school days and President Wieland’s signing the “Edison contract.” Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 34.

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

ANSWER: Denied.

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.

ANSWER: The defendants, except as to Defendant Spangler, admit that in or about March and April 2004, the Board expressed its view that Tammy Rust, the Business Manager for District 150, be given the choice of resigning or termination proceedings would be initiated. The defendants, except as to Defendant Spangler, deny the remaining allegations contained in Paragraph 36. Defendant Spangler lacks

knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 36.

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.

ANSWER: The defendants, except as to Defendant Spangler, admit that Defendant Matheson raised the topic of terminating Rust or asking for her resignation. The defendants, except as to Defendant Spangler, deny the remaining allegations contained in Paragraph 37. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 37.

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.

ANSWER: The defendants, except as to Defendant Spangler, admit that Patricia Williams was not given a contract for the 2004-2005 academic year. The defendants, except as to Defendant Spangler, further admit that Patricia Williams is an African-American and served as a consultant for student services programs. The defendants, except as to Defendant Spangler, deny the remaining allegations contained in Paragraph 38. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 38.

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.

ANSWER: Denied.

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.

ANSWER: Denied. The defendants, except as to Defendants Spangler and Matheson, state that prior to entering into the contract with the plaintiff, the Board retained private investigator Marcella Teplitz, who is a former member of the Peoria City Council, to conduct a background investigation into the finalists for the Superintendent's position, including the plaintiff. Defendants Spangler and Matheson lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 40.

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

ANSWER: Denied.

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

ANSWER: The defendants, except as to Defendant Spangler, admit that Defendant Wieland, who was then a Board Member, requested information from the Director of Finance with regard to certain administrative and consultant salaries. The defendants, except as to Defendant Spangler, deny the remaining allegations in Paragraph 42. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 42.

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

ANSWER: The defendants, except as to Defendant Spangler, admit the allegations contained in Paragraph 43. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 43.

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.

ANSWER: The defendants, except as to Defendant Spangler, admit the allegations contained in Paragraph 44. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 44.

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

ANSWER: The defendants, except as to Defendant Spangler, admit the allegations contained in Paragraph 45. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 45.

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

ANSWER: The defendants, except as to Defendant Spangler, admit the allegations contained in Paragraph 46. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 46.

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.

ANSWER: The defendants, except as to Defendant Spangler, admit that the plaintiff began making changes in the placement of the District's hearing impaired students. The defendants, except as to Defendant Spangler, deny the remaining allegations contained in Paragraph 47. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 47.

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.

ANSWER: The defendants, except as to Defendant Spangler, admit that the Board directed the plaintiff to not relocate the hearing impaired students. The defendants, except as to Defendant Spangler, deny the remaining allegations contained in Paragraph 48. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 48.

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.

ANSWER: The defendants, except as to Defendant Spangler, admit that on May 13, 2004, the plaintiff was given a copy of her April 2004 evaluation, which contained both positive and negative subjective comments from the members of the Board and these were listed without attribution. The defendants, except as to Defendant Spangler, deny the characterization of the evaluation as a “conglomeration” and further state that the evaluation format had been approved by the entire Board, and with the concurrence of the plaintiff. Defendant Spangler lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 49.

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.

ANSWER: Denied.

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.

ANSWER: The defendants admit that Royster requested that the defendants provide her with a new evaluation, and the Board did not do so. The defendants deny the remaining allegations contained in Paragraph 51.

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.

ANSWER: The defendants admit that the plaintiff's contract provides for discharge "for good and just cause." The contract further provides that the plaintiff "shall have the right to written charges, notice of, and a fair hearing before the Board." The defendants deny the remaining allegations contained in Paragraph 52.

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.

ANSWER: Admitted.

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

ANSWER: The defendants admit that on July 30, 2004, the majority of the Board voted to place the plaintiff on administrative leave. The defendants deny that Paragraph 54 sets forth all of the Board Members who voted to place the plaintiff on administrative leave.

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

ANSWER: Denied.

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

ANSWER: The defendants lack knowledge or information sufficient to form a belief as to the meaning attached by the plaintiff to the phrase “just cause” in Paragraph 56. The defendants deny that the plaintiff was discharged from her employment with District 150 and further state that it had sufficient and non-discriminatory reasons for placing her on administrative leave.

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.

ANSWER: Denied.

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.

ANSWER: The defendants admit that the plaintiff attended a board meeting in September 2004 and sought to address the Board during a portion of the meeting prior to the time allotted for public comment. The defendants deny the remaining allegations contained in Paragraph 58, and further state that the plaintiff did address the Board in September 2004.

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.

ANSWER: The defendants deny that other members of the public were allowed to speak other than at a time called for by the Board’s rules and procedures. The defendants further deny that a vote was taken to

deny the plaintiff an opportunity to be heard at the meeting and further state that the plaintiff did speak at the meeting on September 20, 2004. The defendants admit that the Board members named in Paragraph 59 are Caucasian.

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.

ANSWER: The defendants admit that the duties of the plaintiff after she was placed on administrative leave were performed by Chuck Fabish, who is Caucasian, and Ken Hinton, an African-American, and that Dr. Herschel Hannah, an African-American, and Dr. Cynthia Fischer, Caucasian, joined the senior administration of the District. The defendants deny the remaining allegations contained in Paragraph 60.

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.

ANSWER: The defendants admit that Royster was paid the remaining amount due her on her contract. The defendants deny the remaining allegations contained in Paragraph 61.

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

ANSWER: The defendants state that Ken Hinton did not have a superintendent's endorsement. The defendants deny the remaining allegations contained in Paragraph 62.

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

ANSWER: The defendants admit that Hinton's base salary, when annualized, was more than the plaintiff's, but deny the remaining allegations contained in Paragraph 63, and further state that Royster's total compensation package was greater than Hinton's.

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.

ANSWER: Denied.

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.

ANSWER: Denied.

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.

ANSWER: Denied.

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.

ANSWER: Denied.

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.

ANSWER: The defendants admit that a Freedom of Information Act request was made regarding the plaintiff's evaluations. The defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 68.

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

ANSWER: Denied.

**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.

ANSWER: The defendants repeat their answers to Paragraphs 1-69.

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.

ANSWER: The defendants deny that Paragraph 71 accurately defines the plaintiff's liberty interest.

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.

ANSWER: Denied.

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.

ANSWER: Denied.

WHEREFORE, the defendants move to dismiss the complaint and award them their costs and attorney's fees.

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.

ANSWER: The defendants repeat their answers to Paragraphs 1-73.

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.

ANSWER: Denied.

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

ANSWER: Denied.

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.

ANSWER: Denied.

WHEREFORE, the defendants move to dismiss the complaint and award them their costs and attorney's fees.

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.

ANSWER: The defendants repeat their answers to Paragraphs 1-77.

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.

ANSWER: Admitted.

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.

ANSWER: Denied.

WHEREFORE, the defendants move to dismiss the complaint and award them their costs and attorney's fees.

AFFIRMATIVE DEFENSES

For their affirmative defenses, the defendants state as follows:

FIRST DEFENSE

The majority of the plaintiff's allegations concern matters that are time barred under the statute of limitations governing plaintiff's claims under 42 U.S.C. § 1983.

SECOND DEFENSE

The plaintiff lacks standing to bring some or all of her claims as she was fully compensated under the terms and conditions of her expired contract.

THIRD DEFENSE

The plaintiff lacks any basis for asserting that she is entitled to equitable relief by both failing to specify any grounds for such relief, and further, by failing to identify what relief at law is inadequate under the facts and governing law.

FOURTH DEFENSE

The plaintiff has failed to mitigate her claimed damages and, therefore, any recovery she might obtain should be accordingly barred or reduced.

FIFTH DEFENSE

The defendants Schock, Wieland, Matheson, and Spangler have qualified immunity from suit under 42 U.S.C. § 1983.

SIXTH DEFENSE

The plaintiff's failure to act with reasonable diligence and promptness in not seeking any timely consideration by a court of the terms and conditions while her contract was arguably in affect, requires barring all of the plaintiff's contractually-based claims under the doctrine of laches.

SEVENTH DEFENSE

Punitive damages are not available against the Board and not available under the theory of municipal or Board liability.

EIGHTH DEFENSE

Punitive damages are not available against defendants Schock, Wieland, Matheson, and Spangler because not only does plaintiff lack any evidence that said defendants violated any of plaintiff's alleged constitutional rights that might arguably exist, and lacks any evidence that any of the individual defendants directed discriminatory conduct or acts against the plaintiff, there is additionally no evidence that the individual defendants maliciously or recklessly disregarded any of plaintiff's relevant constitutional rights.

NINTH DEFENSE

As local legislators, the defendants Schock, Wieland, Matheson, and Spangler have absolute immunity from suit for the acts alleged.

TENTH DEFENSE

By accepting a multi-year contract with the Board, the plaintiff waived numerous rights, including certain hearing rights, as dictated by Illinois law under 105 ILCS 5/10-23.8.

ELEVENTH DEFENSE

By failing to request a closed session hearing within 10 days after receipt of the Board's notice not to renew her contract, the plaintiff waived all procedural rights afforded her under Illinois law, 105 ILCS 5/10-21.4.

TWELFTH DEFENSE

The plaintiff has not pled, nor can she prove, that the Board, or the individual defendants, had an official policy or custom that was discriminatory on the basis of race, and that adversely impacted plaintiff's claimed liberty, equal protection, or contractual rights.

THIRTEENTH DEFENSE

The plaintiff has been paid all monies, compensation and benefits due her under the terms of the contract under which plaintiff served as Superintendent and no additional amounts remain due and owing to plaintiff.

JURY DEMAND

Defendants demand trial by jury.

WHEREFORE, defendants, 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, (former) Vice President of the Board of Education, individually; MARY SPANGLER, member of the Board of Education, request that the Court accept the above pleading, and after due proceedings had, dismiss the plaintiff's claims with prejudice or alternatively enter judgment in favor of the defendants and against the plaintiff on all of the

plaintiff's claims, denying all of the plaintiff's claims for relief and damages, and dismissing the plaintiff's action with prejudice, and awarding the defendants their costs and any and all other legal and equitable relief to which they might be entitled under their defenses, affirmative defenses, and the governing and applicable laws.

Respectfully submitted,

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,
(former) Vice President of the Board of
Education, individually; MARY SPANGLER,
member of the Board of Education, Defendants

By: HINSHAW & CULBERTSON LLP

s/L. Lee Smith

L. Lee Smith (Lead Counsel)

Ambrose V. McCall

One of Its Attorneys

HINSHAW & CULBERTSON LLP

456 Fulton Street, Suite 298

Peoria, IL 61602-1220

309-674-1025

CERTIFICATE OF SERVICE

I hereby certify that on **August 29, 2006**, I electronically filed this **ANSWER TO COMPLAINT AND AFFIRMATIVE DEFENSES** with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following:

Terence J. Moran
Allison G. Margolies
HUGHES, SOCOL, PIERS, RESNICK & DYM
70 West Madison St., Suite 4000
Chicago, IL 60602
(Attorneys for Plaintiff)

s/L. Lee Smith
Attorneys for Defendant
L. Lee Smith
HINSHAW & CULBERTSON LLP
456 Fulton St., Suite 298
Peoria, IL 61602
(309) 674-1025