

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF ILLINOIS
 PEORIA DIVISION

JULIE MCARDLE)

Plaintiff)

v.)

Case No. 09

JURY DEMAND

PEORIA SCHOOL DISTRICT NO. 150,)

an Illinois Local Governmental Entity,)

KEN HINTON, Superintendent of Peoria)

School District No. 150, in His Individual)

and Official Capacities, THOMAS)

BRODERICK, Human Resources Director)

of Peoria School District No. 150 in his)

Individual Capacity, MARY DAVIS,)

Academic Officer of Peoria School District)

No. 150, in Her Individual Capacity)

Defendant)

COMPLAINT

Now comes the Plaintiff, JULIE MCARDLE, by RICHARD L. STEAGALL, her attorney, and complaining of the Defendants, PEORIA SCHOOL DISTRICT NO. 150, an Illinois Local Governmental Entity, KEN HINTON, Superintendent of Peoria School District No. 150, in His Individual and Official Capacities, THOMAS BRODERICK, Human Resources Director of Peoria School District No. 150 in his Individual Capacity, MARY DAVIS, Academic Officer of Peoria School District No. 150, in Her Individual Capacity, for a claim for relief states:

I.
Jurisdiction & Venue

1. Jurisdiction to hear plaintiff's claims under the Civil Rights Act of 1871, 42 U.S.C. § 1983, exists under 28 U.S.C. § 1343 (a)(4). Supplemental jurisdiction exists to hear plaintiff's claims under the Illinois Whistleblower's Act, 740 ILCS 174 et seq (2006) and the

common law exists under 28 U.S.C. § 1367 (a).

2. Plaintiff is a resident of Woodford County, Illinois who will remain employed by Peoria School District No. 150 until June 30, 2009 in the City of Peoria, County of Peoria, and State of Illinois. Defendant, Peoria School District No. 150 is an entity conducting governmental affairs in Peoria County, Illinois. Defendant, Ken Hinton, Superintendent of Peoria School District No. 150, is a resident who also works in Peoria County, Illinois. The claim arose in Peoria County, Illinois. This case is assigned to the Peoria Division of this Court under Local Rule 40.1.

3. The incidents complained of occurred on **April 24, 2009** in the City of Peoria, County of Peoria, and State of Illinois.

II. The Parties

4. Plaintiff, Julie McArdle, is a married 46 year old woman with approximately 25 years experience in elementary and middle school education. She was employed as Principal of Linbergh School under a two year contract from August 4, 2008 through August 3, 2010 with Peoria School District No. 150.

5. Peoria School District No. 150 ("District 150") is a local governmental entity organized and existing under the laws of the State of Illinois to provide elementary and secondary education to children within the boundaries of the School District in Peoria County, Illinois which was at all times material here acting under color of state law.

- A. District 150 is sued for the acts of its policy making agents, Ken Hinton, and the School Board on behalf of the entity.
- B. District 150 is sued as a necessary party under Fed.R.Civ.Proc. 19 because

of its obligation to pay settlements or judgments for compensatory damages against officers and employees of the School District acting in the scope of their employment under 745 ILCS 10/9-102 (2006).

6. Defendant, Ken Hinton, was at all times material here Superintendent of District 150 responsible for the management and operation of the District acting under color of state law. He is sued in his Individual Capacity for the plaintiff's damage claims and in his Official Capacity for plaintiff's claim for an injunction directing she be reinstated to her employment.

7. Defendant, Thomas Broderick, was at all times material here Human Resources Director of School District 150 responsible for personnel policies and decisions acting under color of state law. He sued in his Individual Capacity.

8. Defendant, Mary Davis, was at all times material here Academic Officer with supervisory responsibility over McArdle in McArdle's position as Principal of Lindbergh Middle School acting under color of state law. She is sued in her Individual Capacity.

III. The Incidents

A. Misappropriation of School Funds for Teacher's Aide to Pay an Unpaid Student Teacher and Refusal to Spend Funds Authorized for Teacher's Aid

9. Kelly O'Neill had worked as a teacher's aide at Lindbergh for several years prior to her assignment as a Social Studies student-teacher in her last semester at Eureka College in the fall semester of 2008.

10. Student teachers receive no compensation because the teaching assignment is a part of the college curriculum. Student teachers are not certified and can not act as a teacher under state statute. 105 ILCS 5/21-1 (2006).

11. On August 11, 2008, McArdle first met Kelly O'Neill. That afternoon Mary Davis

telephoned McArdle and instructed me to leave Kelly O'Neill on the payroll for part time half pay because she will be on the payroll as a full time aide with part time pay second semester after she graduates. Davis directed McArdle not to inform Eureka College that O'Neill was teaching at Lindbergh School where her twin boys attended because that violated the rules of Eureka College.

12. McArdle's secretary received a telephone call from Payroll asking why Kelly O'Neill was being paid to student teach. McArdle instructed her secretary to respond O'Neill was being paid to student teach which resulted in the cancellation of the compensation Mary Davis had arranged for O'Neill to receive in violation of the terms of the student teacher's contract with Eureka College and School District 150's authorization for expenditure of funds.

13. McArdle requested Mary Davis for authority to fill the teacher's aide position for special education that had been budgeted by District 150, but Davis refused leaving Lindbergh School without a teacher's aide budgeted for that fall semester.

14. McArdle's report to Payroll of the teacher's aide payment to Kelly O'Neill was not a part of her ordinary duties as the payment had been approved by her direct supervisor Mary Davis..

B. Falsification of Student Addresses to Deny Poorer Students Their Right to Opt Into Lindbergh Middle School Under the No Child Left Behind Act

15. E.G. male, H.H. female, and C.B. male, two fifth graders and one sixth grader, resided outside the Lindbergh enrollment area. McArdle learned of this in August, 2008 at registration at Lindbergh Middle School when there was nothing in the District 150 records on the children.

16. McArdle asked Mary Davis if she had the required boundary waivers for these students. Davis stated she did not, but you want these kids in your school so you do not have to take No Child Left Behind choice students. Davis directed McArdle to place into the computer system the address of 5519 Biltmore where the Library Manager, a friend of Davis, resided. I followed the direction of my superior.

17. The entry for C.B. resulted in an inquiry from the Charter Oak Primary School secretary where M.B, a sibling of C.B. attends asking why the address for C.B. was different than that of M.B. whose parents reside at 5332 Castleberry.

18. McArdle informed Mary Davis of this inquiry and asked for direction. Mary Davis did not respond. McArdle directed her secretary to inform the Charter Oak secretary that a manual override of the Castleberry address of C.B.'s parents with the address of the Lindbergh Middle School librarian was made pursuant to Mary Davis' direction and provide the parents address where C.B. resides outside the Lindbergh School boundaries.

19. The result of the falsification of the three out of boundary students addresses in the District 150 records denied three poorer children the right to opt out of their school to attend the non-failing Lindbergh Middle School – which had the wealthiest residence and was the best Middle school in District 150 under the No Child Left Behind Act.²⁰ U.S.C. § 6316 (b)(1)(E)

20. District 150 School Policy 7.30 states a student shall attend the school within the boundary where they reside unless excepted. Parents forfeit their right to exceptions to the boundary requirements when they provide any false information to the School District. Here Dr. Davis created the false information on these students.

21. McArdle's report of the falsification of School District records directed by Mary

Davis was not a part of her ordinary employment duties as McArdle reported to Mary Davis, Davis had authorized the recording of the addresses, and McArdle had no obligation to go outside the chain of command to report the falsification.

C. Weekly Attendance at Lindbergh School by Private Counselor for Fees Paid by the Parents of the Students Contrary to District 150's Obligation to Provide a Free Education

22. Melissa McClure, was a counselor at White Oaks in Peoria was at Lindbergh one day a week. McArdle talked with McClure on September 4, 2008. McClure stated McArdle was to remind parents that she accepts Medicaid, private insurance, or cash payments.

23. McClure stated to McArdle that she was friends with Mary Davis and saw her socially. All counseling by McClure had to be approved by Mary Davis.

24. McArdle telephoned Dr. Mary O'Brian, Director of Special Education Services, of District 150 on September 5, 2008 to inquire about the propriety of counseling for fees done by McClure with Davis' approval. Dr. O'Brian stated, "This puts you in a very precarious situation and me too." Dr. O'Brian said she would get back to McArdle, but never did.

25. Mary Davis sent McArdle a September 19, 2008 email stating the counselor was above board and "was truly not an unethical behavior". She further falsely stated Dr. O'Brian was included in this process, which was directly contrary to what Dr. O'Brian had said to McArdle on September 5, 2009.

26. The result of McArdle's telephone call to Dr. O'Brian was that Melissa McClure never returned to Lindbergh Middle School after September 5, 2008.

27. Mary Davis' employment of Melissa McClure as a counselor whose fees are to be paid by the parents of the children or Medicaid or private insurance is a misuse of School District

authority contrary to District 150's obligation to provide a free public education to its students. Illl.Const.,1970 Art. 10 § 1; 105 ILCS 5/2-3.6 (2006)(State Board of Education to make policies for School District to provide free public education).

28. Mary Davis was responsible for the employment of Melissa McClure and was superior to McArdle. McArdle's report of the Mary Davis' misuse of District 150 authority to Mary O'Brian was not a part of McArdle's regular employment duties as she did not report to the Director of Special Education and Davis had specifically approved the payment

D. Report to Superintendent and Peoria Police of Theft of District 150 Funds and Authority

29. McArdle asked Mary Davis for her spreadsheet she had used to do the accounting of the Student Activity Fund. Mary Davis responded in a 9/9/08 email response, "I did have a spread sheet, but I designed it myself, so of course it made sense to me and only me." A true copy of the email is Ex:1. McArdle created her own spreadsheet. The significance of this conversation did not occur to McArdle until April 21, 2009 for the reasons stated in ¶ 33 & 34.

30. On Sunday, October 26, 2008, McArdle was working at Lindbergh Middle School. She received a telephone call from Sam's Club Discover Card asking for Mary Davis and then asked for McArdle by name.

31. McArdle knew nothing of a Discover Credit Card in the name of Lindbergh Middle School. The Discover representative stated the School had missed the October, 2008 payment and the balance was over \$9,000. McArdle looked at the School Student Activities Fund check book and saw a \$4002.05 payment from the School Activity Fund to Sam's Club. The check register lists the expense as multiple items. A true copy of the check register is Ex:2. The

check was written on the Charles Lindbergh Middle School account dated 6/30/08 payable to Sam's Discover Card with the account number signed by Mary Davis. The Discover Card account of Lindbergh Middle School was credited for the \$4002.05 payment on 7/4/08.

32. McArdle asked the Discover representative if they had received the \$4002.05 payment on 6/30/08. The representative replied they did. Since it appeared that Lindbergh owed money, McArdle asked for statements for the past year. McArdle received an itemized statement for the period from November 23, 2007 to October 18, 2008. The balance due on the account was \$9,106.01. True copies of these statements with the account number redacted are Ex:3.

33. After the October 26, 2008 call from Discover, McArdle asked Mary Davis about the charge card and did not get an answer to her question of why Lindbergh School had a charge card. In a 12/12/08 email to McArdle, Mary Davis stated,

“Also I received that Discover bill. Very interesting. At one time we had a card and always paid it in full, but I closed it.” A copy of that email is Ex:4.

34. McArdle was told and believed that the books of the Lindbergh Middle School were audited by District 150 in accordance with its practice of auditing accounts whenever a Principal left the position and was replaced by another Principal. Because of her belief the books had been audited, McArdle accepted Mary Davis' statement in the 12/12/08 email and did not pursue it further at that time.

35. McArdle reviewed the charges on April 21, 2008 and telephoned to see if the Discover Card in the name of Lindbergh Middle School had been cancelled. The representative informed her the card remained open, the last charge had been in January, 2009, and asked if she (McArdle) wished to make payment. McArdle terminated the call.

36. McArdle also examined the credit card statements on April 21, 2009 to determine the nature of the charges on the Discover Card Mary Davis had falsely told McArdle in the 12/12/08 email had been closed. Ex:4.

27. The Discover Card account statements that is Ex:3 contains the following charges plainly having no relationship to Lindbergh Middle School activities.

- A. Cash advances of \$352.50 for 10/26/07 and \$1,038 cash advance to National City Bank on 10/04/08.
- B. Charges to Peoria Toyota were incurred on 8/24/08 of \$1,272.47 and 10/09/08 for \$162.31.
- C. A 11/06/07 charge to FedEx/Kinko's for \$639.45. Distric 150 has available copying machines.
- D. A 11-15-07 charge to Ecove, Prairie City, Oregon Mary Davis for \$189.00,
- E. A 11/25/07 charge to American Girl store of \$94.80, and a 1/18/08 charge to Best Buy of \$1,180.14. District 150 has copying services in house and purchases computers and supplies in house.
- F. Six of the twelve statements have late charges incurred.

28. On the advice of her attorney on April 23, 2009, McArdle concluded these charges were a misuse of School District funds which must be reported to Superintendent Hinton and the Peoria Police.

29. Mary Davis' application for the Discover credit card and use of that credit card incurring an over \$9,000 balance in unpaid charges, monthly interest, late fees, cash advances, and other charges and payment of \$4,002.05 of Student Activity Funds on a check drawn on the Lindbergh Middle School Student Activity Funds to which she was a signatory for her own use is the crime of felony theft of those funds by Mary Davis' intentional exercise of unauthorized

control over monies of District 150 contrary to and in violation of 720 ILCS 5/16-1 (2006).

30. The conduct of Mary Davis set forth in ¶ 29 as a public official is exploitation of her office to enrich herself with public funds and her public office which is the crime of felony official misconduct contrary to and in violation of 720 § 5/33-3 (2006).

31. McArdle's report of her suspicion of Mary Davis' theft and official misconduct to the Superintendent and to the Peoria Police is not a part of her ordinary duties as Principal of Lindbergh Middle School as confirmed by District 150's termination of her contract of employment on April 24, 2009 with full knowledge of McArdle's report of Mary Davis' conduct to the Peoria Police.

32. McArdle talked to Superintendent Hinton one time during her employment at District 150 before the April 23, 2009 email reporting the misconduct and theft and official misconduct of Mary Davis detailed in this Part III D at the outset of her employment on the computation of her compensation according to the formula provided by Mary Davis.

33. Superintendent Hinton knew from the documents provided him by McArdle in the April 23, 2009 email there was probable cause to believe a theft of monies in excess of \$1,000 had been made by Mary Davis.

- A. Superintendent Hinton filed a police report for a theft of property under \$300 in the early afternoon of Friday, April 24, 2009 listing the suspect as unknown when he knew the suspect was Mary Davis.
- B. Superintendent Hinton filed a second report with the Peoria Police in the early afternoon of Friday, April 24, 2009 when the accountants he sent to Lindbergh Middle School to obtain the financial records from McArdle and McArdle discovered there were no financial records for the 2007-08 school year when Mary Davis was Principal apart from the check register showing checks back to May, 2008 and the bank statement of for the period ending in July, 2008 showing the cancelled check for the \$4,002.05

payment from the Student Activities Fund of Lindbergh Middle School signed by Mary Davis payable to Sam's Discover Card which check was accepted on 7/4/08.

- C. Hinton's second report of the missing records also did not list of suspect despite his knowledge that the suspect was Mary Davis and the probable cause he had to believe she had taken the financial records of 2007-08 from Lindbergh Middle School.

E. McArdle's Report of Mary Davis' Misconduct and Theft of District Funds to Superintendent Hinton and Board Vice President Deb Wolfman

34. McArdle reported the misconduct alleged in Part III A-C and the theft and official misconduct of Mary Davis alleged in Part III D in an April 23, 2009 email to Thomas Broderick, Human Resources Director of District 150 with copies of the documents establishing Mary Davis' theft and official misconduct over the Lindbergh Middle School Student Activities Funds and acquisition and unauthorized use of the credit card.

35. She also reported these matters by copy of the letter to Superintendent Hinton and Board of Education Vice President Deb Wolfmeyer inquiring whether she and the School District had an obligation to report Mary Davis' conduct to the Peoria Police.

36. The report of Mary Davis' theft and official misconduct alleged in Part III D to Superintendent Hinton and Board of Education Vice President Deb Wolfmeyer was outside of her ordinary duties as Principal of Lindbergh Middle School

F. Policy Making Agents of District 150

37. Superintendent Ken Hinton is the policy making agent of District 150 for the management of the School District subject to the supervision of the Board of Education.

38. Superintendent Hinton and the Board of Education by 4-1 vote to terminate McArdle's contract of employment ratified the interference with McArdle's employment

initiated by Mary Davis motivated by McArdle's speech protected as alleged in Part III A-Din which Thomas Broderick participated with full knowledge of Davis misconduct alleged in Part III A-C and her criminal conduct alleged in Part III D and was the policy of District 150 to terminate McArdle's employment motivated by her speech on issue of public concern.

IV.

Plaintiff's Claims

A. Constitutional & Statutory Provisions Involved

1. Federal Provisions

39. At all times material there was in full force and effect in the United States of America the following provision of the Constitution of the United States and the following statute, which provided:

Amendment I Free Speech

Congress shall pass no law abridging freedom of speech ...

Amendment XIV. Due Process

... nor shall any State deprive any person of life, liberty, or property, without due process of law...

Civil Rights Act of 1871, 42 U.S.C. § 1983

Every person who, under color of any statute, ordinance, regulation, custom or usage of any State or Territory or the District of Columbia subjects, or causes to be subjected, a citizen of the United States or any person within the jurisdiction thereof to the deprivation of any rights, privileged or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity or other proper proceeding for redress...

2. State Provisions

40. At all times material, there was in full force and effect in the State of Illinois a certain statute known as the Whistleblower Act, 740 ILCS 174/1 et seq (2006).

§10. Certain policies prohibited.

§ 10. Certain policies prohibited. An employer may not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency if the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation.

§ 15. Retaliation for certain disclosures prohibited.

(a) An employer may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation.

(b) An employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation.

§ 20. Retaliation for certain refusals prohibited

§ 20. Retaliation for certain refusals prohibited. An employer may not retaliate against an employee for refusing to participate in an activity that would result in a violation of a State or federal law, rule, or regulation.

§ 174/30. Damages

§ 30. Damages. If an employer takes any action against an employee in violation of Section 15 or 20, the employee may bring a civil action against the employer for all relief necessary to make the employee whole, including but not limited to the following, as appropriate:

- (1) reinstatement with the same seniority status that the employee would have had, but for the violation;
- (2) back pay, with interest; and
- (3) compensation for any damages sustained as a result of the violation, including litigation costs, expert witness fees, and reasonable attorney's fees.

B. Federal Claims – District 150, Hinton, Broderick, & Davis

41. The conduct of Mary Davis alleged in Part III A-D and her organization of support

among certain parents for her recommendation to Thomas Broderick that McArdle's employment contract be terminated was motivated by McArdle speech on issues of public concern outside of her ordinary employment duties protected by the First Amendment as specifically alleged in Parts III A-D.

42. Thomas Broderick acted in concert with Mary Davis with full knowledge of her motivation based on McArdle's speech on issues of public concern protected by the First Amendment as specifically alleged in Parts III A-D, ratified, and furthered interference with McArdle's employment contract by approving her recommendation of termination of McArdle's employment contract in deprivation of McArdle's First Amendment right of free speech.

43. Superintendent Hinton with full knowledge of McArdle's speech reporting Mary Davis' misconduct ratified the interference with McArdle's employment contract motivated by McArdle's exercise of her First Amendment right of free speech outside her ordinary employment duties by scheduling a special meeting of the Board of Education on April 27, 2009 to act on Superintendent Hinton's recommendation that McArdle's employment contract be terminated.

44. Superintendent Hinton recommended McArdle's employment contract be terminated to the Board of Education at the April 27, 2009 Special Meeting motivated by her speech on an issue of public concern of reporting Mary Davis' criminal conduct alleged in Part III D as a policy making agent of District 150 in deprivation of McArdle's First Amendment right of free speech.

45. The Board of Education acting through a quorum of five of its members voting 4-1 with full knowledge of Mary Davis' misconduct alleged in Part III A-C and her criminal

conduct alleged in Part III D motivated by McArdle exercise of her right of free speech to report to the Superintendent and Board such conduct and report the criminal conduct alleged in Part III D to the Peoria Police terminated McArdle's two year contract of employment before completion of its first year on June 30, 2009 depriving her of her right to employment for the remaining year of her contract of employment.

C. State Claims

1. Illinois Whistleblower Act – District 150

46. The termination of McArdle's two year contract of employment before completion of its first year on June 30, 2009 depriving her of her right to employment for the remaining year of her contract of employment by District 150 by a 4-1 vote of the Board of Education on April 27, 2009 for McArdle's refusal to participate in the violations of federal and state law, rule or regulation alleged in Part III A-C and her report of the criminal conduct of Mary Davis alleged in Part III D to the Peoria Police in violation of Sections 10, 15, and 20 of the Illinois Whistleblower's Act.

2. Breach of Contract – District 150

47. District 150's termination of McArdle's contract of employment without report on Mary Davis' complaints of her conduct was a breach of the District's obligations under the Contract which required the report of any complaint to the Principal.

3. Interference with Contract – Mary Davis

48. Mary Davis intentionally interfere red with McArdle's contract with District 150 by falsely stating to Human Resources Director Thomas Broderick and Superintendent Ken Hinton that McArdle was not working out and she had poor communication with parents when

any communication problems were arranged and aggravated by Mary Davis to cover up Davis' theft and official misconduct alleged in Part III D which would have never been uncovered had McArdle accepted Broderick's suggestion that McArdle resign.

**V.
Plaintiff's Remedies**

49. As a direct and proximate result of the deprivations of McArdle's First Amendment right of free speech by defendants, Mary Davis, Thomas Broderick, Superintendent Hinton, and District 150, she has suffered severe mental distress, damage to her reputation by ratification of false accusations of inability to communicate with teachers and parents, and deprived her of her contract right to \$85,000 in compensation as Principal of the Lindbergh Middle School for the remaining year of employment during the 2009-2010 school year plus health and pension benefits and made her ability to obtain replacement employment impracticable depriving her of the full amount of income and benefits which McArdle was entitled to receive.

50. As a direct and proximate result of District 150's violations of the Illinois Whistleblower's Act, McArdle is entitled to compensation in the amount of her \$85,000 salary and benefits she was entitled to earn in the remaining one year of her employment contract under Section 30 of the Illinois Whistleblower's Act. 740 ILCS 174/30 (2006).

51. McArdle is entitled to an injunction for reinstatement to her employment as Principal of Lindbergh Middle School for the deprivation of her First Amendment right of free speech and violations of the Illinois Whistleblower's Act. 740 ILCS 174/30 (2006).

52. The conduct of Mary Davis, Thomas Broderick, and Ken Hinton is such that for the purposes of punishment and by way of example McArdle is entitled to an award of punitive damages against each defendant.

53. McArdle has incurred attorney's fees and expenses in the prosecution of this action which she is entitled to an award as a part of costs as a prevailing plaintiff under 42 U.S.C. § 1988 and Section 30 of the Illinois Whistleblower's Act. 740 ILCS 174/30 (2006).

**VI.
Prayer for Relief**

WHEREFORE, Plaintiff, JULIE A. MCARDLE, prays for judgment in her favor and against the Defendants as follows:

- A. Against the Defendants, PEORIA SCHOOL DISTRICT NO. 150, an Illinois Local Governmental Entity, KEN HINTON, Superintendent of Peoria School District No. 150, in His Individual Capacity, THOMAS BRODERICK, Human Resources Director of Peoria School District No. 150 in his Individual Capacity, MARY DAVIS, Academic Affairs Officer of Peoria School District No. 150, in Her Individual Capacity jointly and severally in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).
- B. Against the Defendants, KEN HINTON, Superintendent of Peoria School District No. 150, in His Individual Capacity, THOMAS BRODERICK, Human Resources Director of Peoria School District No. 150 in his Individual Capacity, MARY DAVIS, Academic Affairs Officer of Peoria School District No. 150, in Her Individual Capacity each in the respective amounts of ONE HUNDRED THOUSAND DOLLARS (\$100,000) punitive damages.
- C. An injunction against Defendants, , PEORIA SCHOOL DISTRICT NO. 150, an Illinois Local Governmental Entity, KEN HINTON, Superintendent of Peoria School District No. 150, in His Official Capacity directing reinstatement of the Plaintiff to her employment as Principal of Lindbergh Middle School forthwith.
- D. An award of attorney's fees and expenses incurred by the Plaintiff in prosecuting this action as a part of costs under 42 U.S.C. § 1988 and 740 ILCS 174/30 (2006).

PLAINTIFF DEMANDS A TRIAL BY JURY

Respectfully submitted,

s/ Richard L. Steagall

RICHARD L. STEAGALL,

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