

IN THE CIRCUIT COURT OF MADISON COUNTY
STATE OF ILLINOIS

ANDREA LEONARD,)	
)	
Plaintiff,)	2025LA001575
)	
v.)	
ALTON COMMUNITY UNIT SCHOOL)	JURY DEMANDED
DISTRICT 11 BOARD OF EDUCATION,)	
)	
Serve Superintendent:)	
Elaine Kane)	
550 Landmarks Blvd., Suite A)	
Alton, IL 62002)	
)	
Defendant.)	

COMPLAINT

COMES NOW Plaintiff Andrea Leonard, by and through her attorneys, and for her Complaint against Defendant Alton Community Unit School District 11 Board of Education (“*Defendant*” or “*School District*”) states as follows:

INTRODUCTION

1. This action arises out of Defendant’s unlawful retaliation against Plaintiff after she repeatedly reported the School District’s failure to accommodate and properly support students with disabilities.

2. After Plaintiff reported these violations, Defendant retaliated by interfering with Plaintiff’s employment, refusing to accept her resignation, withholding wages, deleting time-record entries, and filing a false complaint with the Illinois State Board of Education (“*ISBE*”) concerning her teaching license.

3. Defendant’s actions violated the Americans with Disabilities Act (“*ADA*”), 42 U.S.C. §12101 et seq., the Rehabilitation Act of 1973, 29 U.S.C. §794, the Illinois

Human Rights Act (“**IHRA**”), 775 ILCS 5 et seq., the Illinois Whistleblower Act, 740 ILCS 174/1 et seq., and the Illinois Wage Payment and Collection Act (“**IWPCA**”), 820 ILCS 115/1 et seq.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to Article VI, Section 9 of the Illinois Constitution and 735 ILCS 5/2-101, in that this matter is a civil action brought before the Circuit Court of Madison County, Illinois.

5. Venue is proper in Madison County under 735 ILCS 5/2-101, because the Defendant resides in this county, and/or the transactions and occurrences giving rise to the claims alleged herein took place in Jackson County, Illinois.

6. Plaintiff timely dually filed a charge of discrimination with the Equal Employment Opportunity Commission (“**EEOC**”) and the Illinois Department of Human Rights on April 25, 2025.

7. On September 19, 2025, the EEOC issued a right to sue. See Exhibit 1 attached hereto.

8. Plaintiff filed this lawsuit within ninety (90) days of receiving the right to sue.

9. On November 19 19, 2025, the IDHR issued a right to sue. See Exhibit 2 attached hereto.

10. Plaintiff filed this lawsuit within ninety (90) days of receiving the notice of dismissal.

11. Plaintiff has exhausted all administrative prerequisites to suit.

PARTIES

12. Plaintiff is a resident of the State of Illinois and resides within the Southern District of Illinois.

13. Defendant Alton Community Unit School District 11 is a public school district organized under Illinois law and located in Madison County, Illinois.

14. Defendant is an employer within the meaning of the ADA, the IHRA, the IWPCA, and the Illinois Whistleblower Protection Act, and receives federal financial assistance within the meaning of Section 504 of the Rehabilitation Act.

STATEMENT OF FACTS COMMON TO ALL COUNTS

15. On or about May 17, 2024, the School District offered Plaintiff the position of Special Education Supervisor for the 2024-2025 school year, with a start date of July 1, 2024.

16. School District agreed to compensate Plaintiff at an annual salary of \$96,902.28 and to provide health, dental, and life insurance benefits during the 2024-2025 school year.

17. Plaintiff satisfactorily performed her job duties during her employment.

18. Upon beginning her employment, Plaintiff identified multiple violations of the Individuals with Disabilities in Education Act (“**IDEA**”), ADA, and IHRA.

19. These violations included but were not limited to: (a) making unilateral schedule changes without modifying student IEPs; (b) failing to provide proper co-teaching with a certified special education teacher; (c) failing to staff classrooms with certified special education professionals; and (d) failing to provide reasonable accommodations previously agreed upon for students with disabilities.

20. As a result of these violations, the School District failed to provide reasonable accommodations to students with disabilities and thereby denied them equal educational opportunities.

21. In about August 2024, Plaintiff reported these violations to her supervisor, Special Education Director Catherine Elliott (“**Elliott**”).

22. Elliott acknowledged that changes to the School District’s policies and practices were necessary to comply with applicable disability-rights laws.

23. Despite acknowledging the violations, neither Elliott nor the School District took any corrective action.

24. Plaintiff continued to report the ongoing violations to Elliott, yet the School District still failed to act.

25. On or about September 20, 2024, Plaintiff escalated her concerns and reported the ongoing violations to the District Superintendent Elaine Kane (“**Kane**”).

26. Although Kane agreed that changes were needed, she took no steps to correct the violations.

27. On or about October 28, 2024, Plaintiff discovered that Elliott had bypassed her and unilaterally altered a student’s schedule—placing the student entirely in a special-education setting—without modifying the student’s IEP.

28. On or about October 29, 2024, following the unlawful placement change, the student attacked a teacher, who subsequently pressed criminal charges.

29. After the October 29, 2024 incident, Plaintiff confronted Elliott regarding the improper placement.

30. The School District’s failure to address the ongoing violations took a

significant toll on Plaintiff's mental and physical health.

31. On or about November 4, 2024, as a result of Plaintiff's deteriorating mental and physical health, Plaintiff submitted a letter of resignation to Defendant, with a proposed termination date of December 31, 2024.

32. On or about November 6, 2024, Kane summoned Plaintiff to her office and expressed surprise at Plaintiff's resignation.

33. Plaintiff explained to Kane the violations and her repeated efforts to prompt corrective action.

34. Kane said Plaintiff should be part of the solution rather than resign.

35. Plaintiff reiterated that she had already attempted to address the violations repeatedly, and that the ongoing stress had begun to seriously impact her health and ability to function.

36. On or about November 7, 2024, the School District submitted Plaintiff's letter of resignation to the Board of Education.

37. That same day, Kane and Human Resource Director Wendy Adams ("*Adams*") asked Plaintiff to attend a meeting scheduled for Friday, November 8, 2024.

38. At the November 8, 2024 meeting, Plaintiff again reviewed the violations with Kane and Adams and discussed potential solutions.

39. Plaintiff reiterated her willingness to work through December 31, 2024, to help implement corrective measures.

40. Kane informed Plaintiff that the Board of Education would not accept her resignation and threatened to attack Plaintiff's teaching license with ISBE if she resigned.

41. Plaintiff then left the meeting following Kane's threat.

42. After the meeting, Plaintiff took two weeks of sick leave due to emotional distress.

43. During her sick leave, Plaintiff emailed the School District requesting a written summary of the November 8 meeting, but she received no response.

44. Plaintiff subsequently discovered that the School District failed to pay her for the work she performed in November.

45. On or about November 22, 2024, Plaintiff learned that the School District had deleted most of her timekeeping entries in Red Rover.

46. On or about November 24, 2024, Plaintiff emailed the School District about the deleted Red Rover entries and stated that she viewed the deletion as evidence that the School District had effectively terminated her employment.

47. School District did not reply to Plaintiff's email, which confirmed that it terminated her employment.

48. The School District then retaliated against Plaintiff by submitting a false report to ISBE, falsely claiming that Plaintiff had accepted a new teaching position and abandoned her job mid-year.

49. ISBE rejected the School District's complaint because Plaintiff was not working in a teaching position for the District and had not accepted any new teaching position.

50. Had ISBE accepted the School District's false claim, Plaintiff could have lost her teaching license and it would have diminished her ability to get a job with any new school.

51. Around the same time, the School District threatened to report to ISBE,

requesting to revoke the license of another teacher, Trish Kobialka, who reported the violations and discrimination around the same time as Plaintiff and also who ultimately resigned due to the District's continued inaction and its impact on her health.

52. The School District's actions—including refusing to correct violations, issuing threats, withholding wages, deleting time entries, and submitting retaliatory complaints to ISBE—made Plaintiff's continued employment intolerable.

53. As a result, Defendant retaliated against Plaintiff by constructively discharging her on or about November 24, 2025.

54. Defendant then effectively terminated Plaintiff's employment.

55. At the end of her employment, Defendant failed to pay Plaintiff for all of her paid time off.

56. Defendant has a regular practice of paying out accrued time off when an employee's employment ends.

COUNT I – ADA RETALIATION

57. Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs as though fully restated herein.

58. Defendant is an employer and covered entity within the meaning of the ADA.

59. Plaintiff was a qualified individual within the meaning of the ADA.

60. Plaintiff engaged in protected activity under the ADA when she reported disability discrimination and the School District's failure to accommodate students with disabilities.

61. Defendant failed and refused to correct the discrimination or to provide

required accommodations to students with disabilities.

62. Defendant knew or reasonably should have known that its refusal to address these violations adversely affected Plaintiff's health and welfare.

63. Defendant threatened Plaintiff's teaching license and filed false allegations against her.

64. Defendant took the above actions because of Plaintiff's protected activity.

65. Upon information and belief, Defendant did not threaten the teaching licenses of employees who do not oppose discriminatory treatment.

66. Defendant further retaliated against Plaintiff by refusing to accept her resignation, despite knowing that its actions were causing her severe emotional distress.

67. Defendant also retaliated against Plaintiff by withholding wages and deleting her timekeeping entries because she engaged in protected activity.

68. Defendant constructively discharged Plaintiff in retaliation for her protected activity, then effectively terminated her employment before her last day.

69. Defendant's actions constitute unlawful retaliation in violation of the ADA.

70. As a direct and proximate result of Defendant's conduct, Plaintiff suffered damages, including lost wages, emotional distress, and other compensable harms.

71. Defendant acted with malice or reckless indifference to Plaintiff's federally protected rights under the ADA.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in her favor and against Defendant School District by:

- a. A declaration that Defendant's conduct violated the ADA;

- b. A permanent injunction prohibiting Defendant from engaging in further ADA violations;
- c. An award of back pay, front pay, lost benefits, and applicable interest;
- d. Compensatory and punitive damages;
- e. Reasonable attorneys' fees and costs; and
- f. Any further relief the Court deems just and proper.

COUNT II – ADA ASSOCIATIONAL DISCRIMINATION

72. Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs as though fully restated herein.

73. Defendant is an employer and covered entity within the meaning of the ADA.

74. Plaintiff was a qualified individual within the meaning of the ADA.

75. Plaintiff advocated for students with disabilities and was associated with them through her employment with the School District.

76. Defendant knew of Plaintiff's association with students with disabilities.

77. Defendant knew or reasonably should have known that its failure to address discrimination and accommodation violations adversely affected Plaintiff's health and welfare.

78. Defendant discriminated against Plaintiff by threatening her teaching license because of her association with disabled students.

79. Defendant discriminated against Plaintiff because of her association with students with disabilities when it refused to accept her resignation despite knowing the emotional distress its conduct caused.

80. Defendant discriminated against Plaintiff by withholding wages and deleting time entries because of her association with disabled students.

81. Defendant constructively discharged Plaintiff because of her association with disabled students, then effectively terminated her employment before her last day.

82. Defendant's actions constitute unlawful associational discrimination in violation of the ADA.

83. As a direct and proximate result of Defendant's discriminatory conduct, Plaintiff suffered damages, including lost wages and emotional distress.

84. Defendant acted with malice or reckless indifference to Plaintiff's federally protected rights under the ADA.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in her favor and against Defendant School District by:

- a. A declaration that Defendant's conduct violated the ADA's associational discrimination provisions;
- b. A permanent injunction prohibiting Defendant from engaging in further ADA violations;
- c. An award of back pay, front pay, lost benefits, and applicable interest;
- d. Compensatory and punitive damages;
- e. Reasonable attorneys' fees and costs; and
- f. Any further relief the Court deems just and proper.

COUNT III – REHABILITATION ACT RETALIATION (29 U.S.C. § 794)

85. Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs as though fully restated herein.

86. Defendant receives federal financial assistance and is therefore subject to Section 504 of the Rehabilitation Act.

87. Defendant is an employer and covered entity within the meaning of the Rehabilitation Act.

88. Plaintiff engaged in protected activity under the Rehabilitation Act by reporting discrimination against students with disabilities.

89. Defendant failed and refused to rectify the discrimination or to provide required accommodations to students with disabilities.

90. Defendant knew or reasonably should have known that its refusal to address these violations adversely affected Plaintiff's health and welfare.

91. Defendant attempted to coerce and intimidate Plaintiff into ceasing her protected activity by threatening her licensure and submitting false allegations to ISBE.

92. Defendant retaliated against Plaintiff by threatening to challenge her teaching license as a result of her protected activity.

93. Defendant further retaliated against Plaintiff by refusing to accept her resignation, despite knowing its own conduct caused her severe emotional distress.

94. Defendant also retaliated against Plaintiff by withholding wages and deleting her timekeeping entries because she engaged in protected activity.

95. Defendant constructively discharged Plaintiff in retaliation for her protected activity, then effectively terminated her employment before her last day

96. Defendant's actions constitute unlawful retaliation in violation of Section 504 of the Rehabilitation Act.

97. As a direct and proximate result of Defendant's conduct, Plaintiff suffered

damages including lost wages and emotional distress.

98. Defendant acted with malice or reckless indifference to Plaintiff's federally protected rights under the Rehabilitation Act.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in her favor and against Defendant School District by:

- a. A declaration that Defendant violated Section 504 of the Rehabilitation Act;
- b. A permanent injunction prohibiting further violations;
- c. An award of back pay, front pay, lost benefits, and applicable interest;
- d. Compensatory and punitive damages;
- e. Attorneys' fees and costs; and
- f. Any further relief the Court deems just and proper.

COUNT IV – IHRA RETALIATION

99. Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs as though fully restated herein.

100. Defendant is an employer and covered entity within the meaning of the IHRA.

101. Plaintiff was a qualified individual within the meaning of the IHRA.

102. Plaintiff engaged in protected activity under the IHRA when she reported disability discrimination and the School District's failure to provide accommodations to students with disabilities.

103. Defendant refused to correct the discrimination or provide accommodations to students with disabilities.

104. Defendant knew or reasonably should have known that its refusal to address discriminatory practices adversely affected Plaintiff's health and welfare.

105. Defendant attempted to coerce and intimidate Plaintiff into ceasing protected activity by threatening her teaching license and filing false, retaliatory allegations.

106. Defendant retaliated against Plaintiff by threatening to challenge her teaching license in response to her protected activity.

107. Defendant further retaliated against Plaintiff by refusing to accept her resignation despite knowing the environment it created was causing her severe emotional distress.

108. Defendant retaliated against Plaintiff by withholding wages and deleting her timekeeping entries due to her protected activity.

109. Defendant constructively discharged Plaintiff in retaliation for her protected activity, then effectively terminated her employment before her last day.

110. Defendant's actions constitute unlawful retaliation in violation of the IHRA.

111. As a direct and proximate result of Defendant's retaliatory conduct, Plaintiff suffered damages including lost wages and emotional distress.

112. Defendant acted with malice or reckless indifference to Plaintiff's rights protected under the IHRA.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in her favor and against Defendant School District by:

- a. A declaration that Defendant violated the IHRA;

- b. A permanent injunction prohibiting further violations;
- c. An award of back pay, front pay, lost benefits, and applicable interest;
- d. Compensatory and punitive damages;
- e. Attorneys' fees and costs; and
- f. Any further relief the Court deems just and proper.

COUNT V – IHRA ASSOCIATIONAL DISCRIMINATION

113. Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs as though fully restated herein.

114. Defendant is an employer and covered entity within the meaning of the IHRA.

115. Plaintiff was a qualified individual within the meaning of the IHRA.

116. Plaintiff advocated for students with disabilities and was associated with them through her position with the School District.

117. Defendant knew of her association with these students with disabilities.

118. Defendant knew or reasonably should have known that its refusal to address the discrimination and accommodation violations adversely affected Plaintiff's health and welfare.

119. Defendant discriminated against Plaintiff by threatening her teaching license because of her association with students with disabilities.

120. Defendant discriminated against Plaintiff because of her association with students with disabilities when it refused to accept her resignation despite knowing that its conduct created an environment causing her severe emotional distress.

121. Defendant further discriminated against Plaintiff by withholding wages

and deleting her time entries due to her association with students with disabilities.

122. Defendant constructively discharged Plaintiff because of her association with disabled students, then effectively terminated her employment before her last day

123. Defendant's actions constitute unlawful associational discrimination in violation of the IHRA.

124. As a direct and proximate result of Defendant's discrimination, Plaintiff suffered damages including lost wages and emotional distress.

125. Defendant acted with malice or reckless indifference to Plaintiff's rights protected under the IHRA.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in her favor and against Defendant School District by:

- a. A declaration that Defendant violated the IHRA;
- b. A permanent injunction prohibiting further violations;
- c. An award of back pay, front pay, lost benefits, and applicable interest;
- d. Compensatory and punitive damages;
- e. Attorneys' fees and costs; and
- f. Any further relief the Court deems just and proper.

COUNT VI – RETALIATORY DISCHARGE (COMMON LAW)

126. Plaintiff incorporates by reference the allegations set forth above as though fully restated herein.

127. Plaintiff reported violations of the IDEA, ADA, Section 504 of the Rehabilitation Act, and IHRA.

128. Defendant discharged Plaintiff in retaliation for:

- a. Reporting the School District's violations of the IDEA, ADA, Rehabilitation Act, and IHRA; and
- b. Objecting to unlawful practices including unilateral schedule changes without IEP modification, failure to provide required co-teaching arrangements, failure to provide certified special-education personnel, and failure to deliver reasonable accommodations for students with disabilities.

129. Plaintiff's constructive discharge and termination violated a clear mandate of Illinois public policy, including:

- a. the requirement that school districts comply with the IDEA;
- b. the requirement that school districts comply with the ADA;
- c. the requirement that school districts comply with the IHRA; and
- d. the prohibition against retaliating against employees who refuse to participate in unlawful conduct, as set forth in the Illinois Whistleblower Act, 740 ILCS 174/20.

130. Defendant acted with malice, oppression, willfulness, or such gross negligence as to demonstrate a wanton disregard for Plaintiff's rights when it retaliated against her, threatened her licensure, withheld wages, deleted time entries, constructively discharged her, and terminated her employment in violation of public policy.

131. As a direct and proximate result of Defendant's retaliatory discharge, Plaintiff suffered damages including lost wages, emotional distress, and other compensable harm.

132. As a further result of Defendant's conduct, Plaintiff suffered significant

emotional distress and is entitled to compensatory and punitive damages, as well as attorneys' fees and costs.

COUNT VII – ILLINOIS WHISTLEBLOWER ACT (740 ILCS 174/)

133. Plaintiff incorporates by reference the allegations set forth above as though fully restated herein.

134. Defendant is an employer as defined by the Illinois Whistleblower Act, 740 ILCS 174/5.

135. Plaintiff is an employee protected under the Illinois Whistleblower Act.

136. Plaintiff disclosed violations of federal and state law to supervisors.

137. Defendant retaliated against Plaintiff by threatening her licensure, withholding wages, deleting time entries, constructively discharging her, and then terminating her employment.

138. Pursuant to 740 ILCS 174/20, Defendant unlawfully retaliated against Plaintiff for refusing to participate in conduct that would violate state and federal law, including the IDEA, ADA, and IHRA, and for reporting such violations.

139. Pursuant to 740 ILCS 174/30, Plaintiff is entitled to back pay with interest, compensatory damages, attorneys' fees and costs, and any other relief the Court deems proper.

COUNT VIII – ILLINOIS WAGE PAYMENT & COLLECTION ACT (IWPCA)

140. Plaintiff incorporates by reference the allegations set forth above as though fully restated herein.

141. Defendant agreed to pay Plaintiff an annual salary of \$96,902.28 and to provide employment benefits.

142. Despite Plaintiff performing work in November 2024, Defendant failed to pay her wages owed for that period.

143. Furthermore, Defendant failed to pay Plaintiff for her paid vacation time that she did not use upon the end of her employment.

144. By failing to pay Plaintiff wages for work she performed in November, Defendant breached their agreement and violated the IWPCA, 820 ILCS 115/2.

145. By failing to pay Plaintiff her paid time off upon the end of her employment, Defendant breached their agreement and violated the IWPCA.

146. Defendant further violated the IWPCA by deleting Plaintiff's timekeeping entries.

147. Under Illinois Department of Labor Regulation § 300.720, any deduction from wages must be supported by a written authorization provided freely by the employee at the time of the deduction. Defendant made deductions without such written consent.

148. Defendant made wage deductions without Plaintiff's express written consent, in violation of 820 ILCS 115/9.

149. Defendant failed to provide or obtain the notice required under the IWPCA before withholding wages.

150. Defendant was Plaintiff's employer, and Plaintiff was Defendant's employee, within the meaning of the IWPCA.

151. As a result of Defendant's failure to pay wages owed, Plaintiff suffered damages including lost compensation.

152. As a result of Defendant's failure to pay Plaintiff for the paid time off at

the end of her employment, Plaintiff suffered damages including lost compensation.

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment as follows:

- a. A judgment in the amount of Plaintiff's unpaid salary for November 2024;
- b. A judgment in the amount of Plaintiff's paid time off for the unused paid time off at the end of her employment;
- c. An award of statutory damages equal to 2% of the amount of unpaid salary for each month following the date of the payment during which underpayments remain unpaid;
- d. An award for reasonable attorney fees;
- e. Costs incurred in filing and prosecuting this action; and
- f. Such additional relief as this Court deems appropriate and just.

**COUNT IX: VIOLATION OF THE ILLINOIS CIVIL RIGHTS REMEDIES
RESTORATION ACT**

- 153. Plaintiff incorporates the allegations listed above by reference.
- 154. Plaintiff is an individual entitled to protection under the Americans with Disabilities Act and Rehabilitation Act.
- 155. Plaintiff is an individual entitled to protection pursuant to the Illinois Civil Rights Remedies Restoration Act.
- 156. This Act restores the availability of state remedies for violations of federal civil rights statutes, including the ADA.
- 157. Defendant's above-mentioned actions are violations of Plaintiff's Civil Rights.

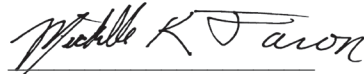
WHEREFORE, Plaintiff prays that this Court enter an ORDER:

- a. Declaring Defendant's actions constitute civil rights violations under the

Illinois Civil Rights Remedies Restoration Act

- b. Awarding Plaintiff such damages as would fully compensate him for his injuries caused by Defendant's civil rights violations, including compensatory and punitive damages, emotional pain and suffering, and other nonmonetary losses that may be determined by a jury or a court sitting without a jury;
- c. Awarding Plaintiff E.S. his costs, expenses, and attorney fees; and
- d. Granting any additional relief as the Court deems just and proper.

Respectfully submitted,



Michelle Faron
Kennedy Hunt PC
4500 W. Pine Blvd.
St. Louis, MO 63108
314-866-2310
michelle@kennedyhuntlaw.com

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that on December 11, 2025 the aforementioned Complaint was filed with the Madison County Circuit Court electronically via its' electronic filing system.





U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

St. Louis District Office
1222 Spruce St, Rm 8 100
St Louis, MO 63103
Telephone: (314) 798-1960
Website: www.eeoc.gov

DETERMINATION AND NOTICE OF RIGHTS

(This Notice replaces EEOC FORMS 161, 161-A & 161-B)

Issued On: 09/19/2025

To: Ms. Andrea Leonard
1911 Primrose Lane
Godfrey, IL 62035

Charge No: 560-2025-02519

EEOC Representative
and email:

Dilip Gokhale, Deputy District Director
& dilip.gokhale@eeoc.gov

DETERMINATION AND NOTICE OF RIGHTS

The EEOC issues the following determination: The EEOC will not proceed further with its investigation and makes no determination about whether further investigation would establish violations of the statute. This does not mean the claims have no merit. This determination does not certify that the respondent is in compliance with the statutes. The EEOC makes no finding as to the merits of any other issues that might be construed as having been raised by this charge.

NOTICE OF YOUR RIGHT TO SUE

This is official notice that the EEOC has dismissed your charge and has issued you notice of your right to sue the respondent(s) on this charge. If you choose to file a lawsuit against the respondent(s) on this charge under federal law in federal or state court, **your lawsuit must be filed WITHIN 90 DAYS of your receipt of EEOC's official notice of dismissal.** You should keep a record of the date you received the EEOC's official notice of dismissal. Your right to sue based on this charge will be lost if you do not file a lawsuit in court within 90 days. (The time limit for filing a lawsuit based on a claim under state law may be different.)

If you file a lawsuit based on this charge, please sign-in to the EEOC Public Portal and upload the court complaint to charge 560-2025-02519.

On behalf of the Commission,

Digitally Signed By: David Davis
09/19/2025

David Davis
District Director

cc: Michelle Faron, Esq.
Kennedy Hunt PC

Caleb Mundorf, Esq.
Guin Mundorf, LLC

Please retain this Notice for your records.

INFORMATION RELATED TO FILING SUIT UNDER THE LAWS ENFORCED BY THE EEOC

*(This information relates to filing suit in Federal or State court **under Federal law**. If you also plan to sue claiming violations of State law, please be aware that time limits may be shorter and other provisions of State law may be different than those described below.)*

IMPORTANT TIME LIMITS – 90 DAYS TO FILE A LAWSUIT

If you choose to file a lawsuit against the respondent(s) named in the charge of discrimination, you must file a complaint in court **within 90 days of the date you receive EEOC's official notice of dismissal**. You should **keep a record of the date you received EEOC's official notice of dismissal**. Once this 90-day period has passed, your right to sue based on the charge referred to in this Notice will be lost. If you intend to consult an attorney, you should do so promptly. Give your attorney a copy of this Notice, and the record of your receiving EEOC's official notice of dismissal (email or envelope).

If your lawsuit includes a claim under the Equal Pay Act (EPA), you must file your complaint in court within 2 years (3 years for willful violations) of the date you did not receive equal pay. This time limit for filing an EPA lawsuit is separate from the 90-day filing period under Title VII, the ADA, GINA, the ADEA, or the PWFA referred to above. Therefore, if you also plan to sue under Title VII, the ADA, GINA, the ADEA, or the PWFA, in addition to suing on the EPA claim, your lawsuit must be filed within 90 days of your receipt of EEOC's official notice of dismissal and within the 2- or 3-year EPA period.

Your lawsuit may be filed in U.S. District Court or a State court of competent jurisdiction. Whether you file in Federal or State court is a matter for you to decide after talking to your attorney. You must file a "complaint" that contains a short statement of the facts of your case which shows that you are entitled to relief. Filing this Notice is not enough. For more information about filing a lawsuit, go to <https://www.eeoc.gov/employees/lawsuit.cfm>.

ATTORNEY REPRESENTATION

For information about locating an attorney to represent you, go to:
<https://www.eeoc.gov/employees/lawsuit.cfm>.

In very limited circumstances, a U.S. District Court may appoint an attorney to represent individuals who demonstrate that they are financially unable to afford an attorney.

HOW TO REQUEST YOUR CHARGE FILE AND 90-DAY TIME LIMIT FOR REQUESTS

There are two ways to request a charge file: 1) a Freedom of Information Act (FOIA) request or 2) a "Section 83" request. You may request your charge file under either or both procedures. EEOC can generally respond to Section 83 requests more promptly than FOIA requests.

Since a lawsuit must be filed within 90 days of EEOC's official notice of dismissal, please submit your FOIA and/or Section 83 request for the charge file promptly to allow sufficient time for EEOC to respond and for your review.

To make a FOIA request for your charge file, submit your request online at <https://eeoc.arkcase.com/foia/portal/login> (this is the preferred method). You may also submit a

FOIA request for your charge file by U.S. Mail by submitting a signed, written request identifying your request as a “FOIA Request” for Charge Number 560-2025-02519 to the District Director at David Davis, 1222 Spruce St Rm 8 100, St Louis, MO 63103.

To make a Section 83 request for your charge file, submit a signed written request stating it is a “Section 83 Request” for Charge Number 560-2025-02519 to the District Director at David Davis, 1222 Spruce St Rm 8 100, St Louis, MO 63103.

You may request the charge file up to 90 days after receiving EEOC’s official notice of dismissal. After the 90 days have passed, you may request the charge file only if you have filed a lawsuit in court and provide a copy of the court complaint to EEOC.

For more information on submitting FOIA requests, go to <https://www.eeoc.gov/eeoc/foia/index.cfm>.

For more information on submitted Section 83 requests, go to <https://www.eeoc.gov/foia/section-83-disclosure-information-charge-files>.

NOTICE OF RIGHTS UNDER THE ADA AMENDMENTS ACT OF 2008 (ADAAA)

The ADA was amended, effective January 1, 2009, to broaden the definitions of disability to make it easier for individuals to be covered under the ADA/ADAAA. A disability is still defined as (1) a physical or mental impairment that substantially limits one or more major life activities (actual disability); (2) a record of a substantially limiting impairment; or (3) being regarded as having a disability. *However, these terms are redefined, and it is easier to be covered under the new law.*

If you plan to retain an attorney to assist you with your ADA claim, we recommend that you share this information with your attorney and suggest that he or she consult the amended regulations and appendix, and other ADA related publications, available at: http://www.eeoc.gov/laws/types/disability_regulations.cfm.

“Actual” disability or a “record of” a disability

If you are pursuing a failure to accommodate claim you must meet the standards for either “actual” or “record of” a disability:

- ✓ **The limitations from the impairment no longer must be severe or significant** for the impairment to be considered substantially limiting.
- ✓ In addition to activities such as performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, thinking, concentrating, reading, bending, and communicating (more examples at 29 C.F.R. § 1630.2(i)), **“major life activities” now include the operation of major bodily functions**, such as: functions of the immune system, special sense organs and skin; normal cell growth; and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions; or the operation of an individual organ within a body system.
- ✓ **Only one** major life activity need be substantially limited.
- ✓ Except for ordinary eyeglasses or contact lenses, the beneficial effects of **“mitigating measures”** (e.g., hearing aid, prosthesis, medication, therapy, behavioral modifications)

are not considered in determining if the impairment substantially limits a major life activity.

- ✓ An impairment that is **“episodic”** (e.g., epilepsy, depression, multiple sclerosis) or **“in remission”** (e.g., cancer) is a disability if it **would be substantially limiting when active**.
- ✓ An impairment **may be substantially limiting even though** it lasts or is expected to last **fewer than six months**.

“Regarded as” coverage

An individual can meet the definition of disability if an **employment action was taken because of an actual or perceived impairment** (e.g., refusal to hire, demotion, placement on involuntary leave, termination, exclusion for failure to meet a qualification standard, harassment, or denial of any other term, condition, or privilege of employment).

- ✓ “Regarded as” coverage under the ADAAA no longer requires that an impairment be substantially limiting, or that the employer perceives the impairment to be substantially limiting.
- ✓ The employer has a defense against a “regarded as” claim only when the impairment at issue is objectively **both** transitory (lasting or expected to last six months or less) **and** minor.
- ✓ A person is not able to bring a failure to accommodate claim **if** the individual is covered only under the “regarded as” definition of “disability.”

***Note:** Although the amended ADA states that the definition of disability “shall be construed broadly” and “should not demand extensive analysis,” some courts require specificity in the complaint explaining how an impairment substantially limits a major life activity or what facts indicate the challenged employment action was because of the impairment. Beyond the initial pleading stage, some courts will require specific evidence to establish disability. For more information, consult the amended regulations and appendix, as well as explanatory publications, available at http://www.eeoc.gov/laws/types/disability_regulations.cfm.*

**STATE OF ILLINOIS
DEPARTMENT OF HUMAN RIGHTS**

IN THE MATTER OF:

ANDREA LEONARD,

)

)

COMPLAINANT,

)

CHARGE NO. 2025SR3117

AND

)

ALTON COMMUNITY UNIT SCHOOL
DISTRICT 11,

)

)

)

)

)

RESPONDENT.

)

NOTICE OF DISMISSAL AND CLOSURE**For Complainant**Michelle Faron
Kennedy Hunt P.C.
4500 W. Pine Blvd.
St. Louis, MO 63108**For Respondent**Caleb Mundorf
310 Regency Centre
Collinsville, IL 62234

DISMISSAL / NOTICE DATE: November 19, 2025

DISMISSAL

YOU ARE HEREBY NOTIFIED that the Department has not received a timely request to review the EEOC determination of no cause. Based upon that determination, the DEPARTMENT OF HUMAN RIGHTS (Department) finds that there is a **LACK SUBSTANTIAL EVIDENCE** to support the allegation(s) of the charge(s). Accordingly, pursuant to Section 7A-102(A-1) (3)(a) of the Human Rights Act (775 ILCS 5/1-101 et. seq.) and its Rules and Regulations (56 Ill. Adm. Code. Chapter II, Section 2520.560), the charge is HEREBY **DISMISSED and CLOSED**.

Complainant may commence a civil action in the appropriate state circuit court within ninety (90) days after receipt of this Notice. The civil action should be filed in the circuit court in the county where the civil rights violation was allegedly committed. **If you intend to exhaust your State remedies, please notify the Equal Employment Opportunity Commission (EEOC) immediately.**

EEOC, John C. Kluczynski Federal Building
230 South Dearborn Street, Suite 1866
Chicago, Illinois 60604.

Complainant is hereby notified that the charge(s) are dismissed with prejudice with no right to further proceed if a timely written complaint is not filed with the appropriate circuit court.

PLEASE NOTE: The Department cannot provide any legal advice or assistance. Please contact legal counsel, your city clerk, or your county clerk with any questions.

DEPARTMENT OF HUMAN RIGHTS
James L. Bennett
Director

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss

CHARGE NO. 2025SR3117

AFFIDAVIT OF SERVICE

The undersigned served a copy of the attached NOTICE OF DISMISSAL AND CLOSURE on
November 19, 2025 to each person named below by email or first class mail, addressed as follows:

For Complainant

Michelle Faron
Kennedy Hunt P.C.
4500 W. Pine Blvd.
St. Louis, MO 63108

For Respondent

Caleb Mundorf
310 Regency Centre
Collinsville, IL 62234

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that s/he verily believes the same to be true.



PLEASE NOTE:

The above-signed person is responsible only for mailing these documents. If you wish a review of the findings in this case, you must complete the Request for Review form attached. Department of Human Rights' staff are not permitted to discuss the investigation findings once a Notice of Determination has been issued.