

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF ILLINOIS
URBANA DIVISION**

ANGELA BOWMAN,)	
)	
Plaintiff,)	
)	
vs.)	No. 2:17-cv-02241-CSB-EIL
)	
DECATUR PUBLIC SCHOOL DISTRICT 61)	
and JULIE FANE,)	
)	
Defendants.)	

ANSWER TO PLAINTIFF’S COMPLAINT

COMES NOW Defendants Board of Education of the Decatur Public School District No. 61 and Julie Fane, by their attorney, Luke M. Feeney, Miller, Tracy, Braun, Funk & Miller, Ltd., and for its Answer to Plaintiff’s Complaint, states:

INTRODUCTION

1. Defendants admit in part and deny in part the allegations of Paragraph 1 of Plaintiff’s Complaint. Defendants admit that Bowman was formerly employed by the District as a teacher at its French Academy. Defendants deny that Plaintiff was notified on March 15, 2016 that her employment with the District would terminate at the end of the school year. Defendants deny that the decision to terminate Plaintiff was motivated by the fact that she took a medical leave of absence under the FMLA, and deny any and all allegations remaining in Paragraph 1 of Plaintiff’s Complaint.

- 2. Defendants admit the allegations of Paragraph 2 of Plaintiff’s Complaint.
- 3. Defendants admit the allegations of Paragraph 3 of Plaintiff’s Complaint.
- 4. Defendants admit the allegations of Paragraph 4 of Plaintiff’s Complaint.
- 5. Defendants admit the allegations of Paragraph 5 of Plaintiff’s Complaint.
- 6. Defendants admit the allegations of Paragraph 6 of Plaintiff’s Complaint.

JURISDICTION

7. Defendants admit the allegations of Paragraph 7 of Plaintiff's Complaint.

8. Defendants admit the allegations of Paragraph 8 of Plaintiff's Complaint.

PARTIES

9. Defendants admit the allegations of Paragraph 9 of Plaintiff's Complaint.

10. Defendants admit the allegations of Paragraph 10 of Plaintiff's Complaint.

11. Defendants admit in part and deny in part the allegations of Paragraph 11 of Plaintiff's Complaint. Defendants admit that at times relevant to this claim, Fane was employed by the District as Principal at the Mary French Academy. Defendants admit that Fane was Plaintiff's supervisor. Defendants deny that Fane was solely responsible for making the recommendation to terminate Bowman to the Board of Education, and deny any and all remaining allegations in Paragraph 11 of Plaintiff's Complaint.

FACTUAL ALLEGATIONS

12. Defendants admit the allegations of Paragraph 12 of Plaintiff's Complaint.

13. Defendants admit the allegations of Paragraph 13 of Plaintiff's Complaint.

14. Defendants admit the allegations of Paragraph 14 of Plaintiff's Complaint.

15. Defendants admit the allegations of Paragraph 15 of Plaintiff's Complaint.

16. Defendants deny the allegations of Paragraph 16 of Plaintiff's Complaint.

17. Defendants admit the allegations of Paragraph 17 of Plaintiff's Complaint.

18. Defendants admit the allegations of Paragraph 18 of Plaintiff's Complaint.

19. Defendants admit in part and deny in part the allegations of Paragraph 19 of Plaintiff's Complaint. Defendants admit that upon learning of Bowman's pregnancy, Fane's initial response was to say she was happy for her. Defendants deny that Fane stated that she did

not want to lose Bowman as a teacher, and deny any and all remaining allegations in Paragraph 19 of Plaintiff's Complaint.

20. Defendants admit the allegations of Paragraph 20 of Plaintiff's Complaint.

21. Defendants deny the allegations of Paragraph 21 of Plaintiff's Complaint.

22. Defendants deny the allegations of Paragraph 22 of Plaintiff's Complaint.

23. Defendants deny the allegations of Paragraph 23 of Plaintiff's Complaint.

24. Defendants deny the allegations of Paragraph 24 of Plaintiff's Complaint.

25. Defendants deny the allegations of Paragraph 25 of Plaintiff's Complaint.

26. Defendants admit the allegations of Paragraph 26 of Plaintiff's Complaint.

27. Defendants admit the allegations of Paragraph 27 of Plaintiff's Complaint.

28. Defendants admit the allegations of Paragraph 28 of Plaintiff's Complaint.

29. Defendants admit the allegations of Paragraph 29 of Plaintiff's Complaint.

30. Defendants admit the allegations of Paragraph 30 of Plaintiff's Complaint.

31. Defendants admit the allegations of Paragraph 31 of Plaintiff's Complaint.

32. Defendants admit the allegations of Paragraph 32 of Plaintiff's Complaint.

33. Defendants admit in part and deny in part the allegations of Paragraph 33 of Plaintiff's Complaint. Defendants admit that shortly after returning to work Fane evaluated Plaintiff's job performance. Defendants deny that Plaintiff's job performance was evaluated exclusively after her return to work, and deny any and all allegations remaining in Paragraph 33 of Plaintiff's Complaint.

34. Defendants deny the allegations of Paragraph 34 of Plaintiff's Complaint.

35. Defendants deny the allegations of Paragraph 35 of Plaintiff's Complaint.

36. Defendants deny the allegations of Paragraph 36 of Plaintiff's Complaint.

37. Defendants deny the allegations of Paragraph 37 of Plaintiff's Complaint.

38. Defendants admit in part and deny in part the allegations of Paragraph 38 of Plaintiff's Complaint. Defendants admit that, in late February or early March of 2016, Fane made a recommendation that Bowman's employment not be renewed. Defendants deny that Plaintiff's performance evaluations were the sole reason for said recommendation, and deny any and all remaining allegations in Paragraph 38 of Plaintiff's Complaint.

39. Defendants admit in part and deny in part the allegations of Paragraph 39 of Plaintiff's Complaint. Defendants admit that on March 15, 2016 the Board of Education adopted a written "RESOLUTION REFERENCE THE DISMISSAL OF A PROFESSIONAL EDUCATOR LICENSED ("PEL") EMPLOYEE" non-renewing Plaintiff's employment for the 2016-2017 school year. Defendants deny any and all remaining allegations contained in Paragraph 39 of Plaintiff's Complaint.

40. Defendants admit the allegations of Paragraph 40 of Plaintiff's Complaint.

41. Defendants admit the allegations of Paragraph 41 of Plaintiff's Complaint.

42. Defendants deny the allegations of Paragraph 42 of Plaintiff's Complaint.

43. Defendants admit the allegations of Paragraph 43 of Plaintiff's Complaint.

44. Defendants deny the allegations of Paragraph 44 of Plaintiff's Complaint.

45. Defendants deny the allegations of Paragraph 45 of Plaintiff's Complaint.

Defendants further deny each and every allegation of the Complaint not specifically admitted herein to be true, and deny further that the Plaintiff is entitled to any of the relief requested.

AFFIRMATIVE DEFENSES

As and for its affirmative defenses, Defendants state as follows:

46. Plaintiff fails to allege a *prima facie* case of retaliation pursuant to the FMLA.

47. Plaintiff's termination was based upon reasonable factors other than her FMLA leave.
48. Plaintiff failed to perform her job in a satisfactory manner.
49. Plaintiff was terminated for good cause.
50. Other similarly situated employees who exercised their FMLA rights during the 2015-2016 school year were not non-renewed.

WHEREFORE, having fully answered, Defendants pray Plaintiff's Complaint be dismissed in its entirety with prejudice.

Respectfully submitted,

**BOARD OF EDUCATION OF DECATUR
PUBLIC SCHOOL DISTRICT
NO. 61 and JULIE FANE, Defendants**

By: S/ Luke M. Feeney
One of Its Attorneys
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CERTIFICATE OF SERVICE

I hereby certify that on December 28, 2017, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

John A. Baker,
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S/ Luke M. Feeney

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