

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

TOMMIE ROBINSON,)	
)	
Plaintiff,)	
)	
vs.)	Cause No. 4:07cv1233
)	
NORMANDY SCHOOL DISTRICT,)	
)	
Defendant.)	

Serve: Cozy W. Marks III, President, Board of Education
Normandy School District
#56 Bellerive Acres
St. Louis, MO 63121

COMPLAINT

COMES NOW Plaintiff, Tommie Robinson, by and through counsel and for his cause of action against the Normandy School District states as follows:

FACTUAL ALLEGATIONS RELEVANT TO ALL COUNTS

1. Plaintiff Tommie Robinson is a resident of St. Louis, Missouri and a former employee of Defendant Normandy School District.
2. Defendant Normandy School District (“District”) is a Missouri public school district organized pursuant to Section 162.211, et seq., RSMo., and is located in St. Louis, Missouri.
3. Robinson began working for the District in July, 1982. He was hired as a grounds person, and was eventually promoted to Grounds Supervisor.
4. On or about September 12, 2006 Robinson enrolled in the Fundamentals of Phonics and More Course.

5. On or about October 3, 2006 the District adopted a “basic literacy skills requirement,” which required its employees to demonstrate that they had mastered reading and writing skills to remain employed by the District.

6. As part of that policy, the District required its employees to undergo testing referred to as a “literacy skills assessment.” The employees’ scores on that test were used to generate a “reading level” that was comparable to an education or “grade level.”

7. On or about October 11, 2006 Robinson was notified that he was subject to a mandatory literary skills assessment to take place on October 17, 2006.

8. Robinson took the mandatory literary skills assessment on October 17, 2006.

9. The results of that assessment were released on or around January 17, 2007, and revealed that Robinson was reading at a 0.8, or pre-first grade, reading level.

10. On March 9, 2007 the District concluded that Robinson’s reading skills had not shown sufficient progress, and threatened to terminate him if he did not show immediate proof that he was enrolled in an approved program to improve his reading and writing skills.

11. On March 15, 2007 Robinson provided the District with evidence that he was enrolled in the St. Louis Public Schools Adult Education program.

12. On April 5, 2007 the District gave Robinson a written memorandum which threatened immediate termination if Robinson did not submit a form signed by his instructor, indicating the number of hours he attended the St. Louis Public Schools Adult Education program each week.

13. On April 12, 2007 the District terminated Robinson for alleged insubordination for failure to provide proof of attendance at the St. Louis Public Schools Adult Education program.

JURISDICTION AND VENUE

14. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331 and § 1343.

15. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b), because Defendant Normandy School District has its principal place of business within the Eastern District of Missouri, Eastern Division.

**COUNT I: DISPARATE TREATMENT IN VIOLATION OF
THE AMERICANS WITH DISABILITIES ACT**

16. Paragraphs 1 - 14 are realleged and incorporated herein.

17. Robinson is “disabled” within the meaning of the Americans Disabilities Act, 42 U.S.C. § 12102(2), because he has a impairment that substantially limits one or more of his major life activities in that he is unable to read at a first grade level.

18. Based on the District’s conclusion that Robinson could not read at a first grade level, the District regarded Robinson as being disabled.

19. Robinson was qualified for his position as Lead Groundsman since he satisfied the skill, experience, education and other job-related requirements for the position for twenty-five years prior to his termination.

20. Robinson can perform the essential functions of his position as Lead Groundsman with a reasonable accommodation such as verbal, instead of written instructions, and has performed the essential functions of his position for the past twenty-five years.

21. Robinson's disability, along with the District's perception that he was disabled, was a motivating factor in the District's decision to terminate him.

22. The District intentionally discriminated against Robinson on the basis of his disability, and his perceived disability.

23. Due to the District's unlawful discrimination, Robinson has suffered damages including: emotional distress; lost wages; and lost benefits.

Wherefore, Plaintiff Robinson respectfully prays that this Court enter Judgment in his favor as follows:

- A. Declare the Defendant District violated the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.;
- B. Award Plaintiff back pay and benefits from April 12, 2007 to the present;
- C. Award Plaintiff compensatory damages for emotional distress in an amount to be proven at trial;
- D. Reinstate Plaintiff to employment with the District, or in the alternative award him front pay until such time as he would have retired from the District;
- E. Award Plaintiff his reasonable attorneys fees and costs; and
- F. Award such other relief as the Court deems proper.

**COUNT II: DISPARATE IMPACT IN VIOLATION OF
THE AMERICANS WITH DISABILITIES ACT**

24. Paragraphs 1 - 21 are realleged and incorporated herein.

25. The District's "basic literacy skills requirement" has a disparate impact on individuals with learning disabilities such as Dyslexia and Dysgraphia, in that the District's "basic literary skills requirement" disqualifies individuals with learning disabilities at a higher rate than individuals without learning disabilities.

26. The District's "basic literacy skills requirement" is not significantly related to the job performance, or a business necessity for many of its jobs, including Robinson's position as a Grounds Supervisor.

27. As a result of the District's discriminatory "basic literary skills requirement," the District has improperly discriminated against Robinson, and other like him, based his disability.

28. Due to the District's use of the unlawful "basic literacy skills requirement," Robinson has suffered damages including: emotional distress; lost wages; and lost benefits.

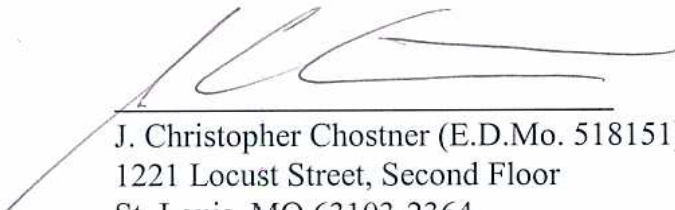
Wherefore, Plaintiff Robinson respectfully prays that this Court enter Judgment in his favor as follows:

- A. Declare the Defendant District violated the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.;
- B. Award Plaintiff back pay and benefits from April 12, 2007 to the present;
- C. Award Plaintiff compensatory damages for emotional distress in an amount to be proven at trial;

- D. Reinstatement Plaintiff to employment with the District, or in the alternative award him front pay until such time as he would have retired from the District;
- E. Award Plaintiff his reasonable attorneys fees and costs; and
- F. Award such other relief as the Court deems proper.

Respectfully submitted,

SCHUCHAT, COOK & WERNER



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