

Introduction – Our firm, our team, team members**Terminations**

- I. Types of Cases
 - a. Complaint for Administrative Review
 - i. Standard of review: deferential to hearing officer's findings of fact.
 - ii. General Procedure
 - b. Declaratory Judgment Actions
 - c. Injunctions
 - i. TROs
 - d. FHA Claims (Discrimination)
- II. Common Issues
 - a. Failure to Exhaust Administrative Remedies
 - b. Statute of Limitations
 - i. 35 Days v. 6 months (Administrative Review Act v. Common Law)
 - c. Was the petitioner entitled to an informal hearing?
 - i. Applicant vs. Participant – Different rights apply
- III. Considerations Before Termination
 - a. Has adequate notice been given to the participant
 - i. For notice and termination letters, is there any proof of receipt? Was it sent via certified mail?
 - b. Was there a timely request for an informal hearing
 - c. Was an informal hearing provided in a timely manner
 - i. Delays in providing an informal hearing.
 - d. Consideration of Mitigating Circumstances
 - e. Conditional Reinstatement
 - i. was there another hearing to determine compliance.
 - f. Arrest/Criminal Records – How can it and can't it be used to terminate someone.

Slip and Falls

- I. Tort Immunity Provisions
 - a. Section 3-102
 - i. Intended and permitted
 - ii. Notice
 - iii. Proactive Inspection System
 - b. Section 3-105 – Immunity from injuries caused by weather conditions
 - c. Section 2-201 – Discretionary decision-making
 - i. Discretion to plow/clear snow and ice.
 - 1. How often, method of clearing.
- II. Other Defenses
 - a. Open and Obvious
 - b. De Minimis
- III. Weather Related Cases: Unnatural vs. Natural Accumulation

- a. How it impacts liability/ Section 3-105
 - b. Situations where accumulation may be “unnatural”
- IV. Other Trip and Falls
 - a. Parking Lot Cases
 - i. Intended and Permitted User
- V. Prevention
 - a. Documentation (Pictures and reports)
 - b. Inspection System?
 - c. Responding to Reports

Bed Bugs

- I. Theories of Liability
 - a. Negligence (and Willful and Wanton)
 - b. Section 1983 – State Created Danger
 - c. Implied Warranty of Habitability
 - d. Breach of Contract
 - e. Unjust Enrichment
- II. Defenses
 - a. Federal Cases: Qualified Immunity
 - b. State Cases: Section 2-201 of Tort Immunity Act
- III. Prevention/ What to Do when Bed Bugs Are Reported
 - a. Documentation and Record Keeping
 - b. Tenant Meetings
 - c. “Best Practice” – Vague and Ambiguous

Other Federal Claims

- I. Title VII – Employment Discrimination
 - a. Title VII is federal statute prohibiting discrimination in employment based on race, color, religion, sex, and national origin.
 - b. Housing authorities with more than 15 employees are covered by Title VII.
 - c. Elements of a Title VII Claim
 - d. Recommendations to guard against Title VII Claims
- II. ADA in Employment
 - a. The Americans with Disabilities Act, another federal statute, prohibits discrimination against “qualified individuals” due to disability.
 - b. “Discrimination” under the ADA includes adverse action in the form of termination, demotion, or otherwise altering the terms or conditions of employment and failing to accommodate known physical or mental limitations
 - c. A “disability” under the ADA is defined as: (A) a physical or mental impairment that substantially limits one or more major life activities; (B) a record of such impairment; or (C) being regarded as having an impairment.
 - d. To prevail on a “failure to accommodate disability” claim, an employee must show:

- i. She was a qualified individual with a disability
 - ii. The employer was aware of the disability
 - iii. The employer failed to reasonably accommodate the disability
 - 1. A “reasonable accommodation” occurs when the employer does what is necessary to allow the employee to work in reasonable comfort.
 - 2. A “reasonable accommodation” is not necessarily the specific accommodation that the employee has requested.
 - 3. What is “reasonable” depends on both the employee’s limitations and the legitimate employer’s needs.
 - 4. If the employer will not be liable if it fulsomely engaged in an “interactive process” to identify a reasonable accommodation that would meet its needs and the needs of the employee, even if that interactive process broke down.
- e. To prevail on a direct “disability discrimination” claim, an employee must show:
 - i. She was disabled under the ADA
 - ii. She was qualified to perform the essential functions of her job with or without a reasonable accommodation
 - iii. If not for her disability, she would not have received the adverse employment action at issue.
- f. To prevail on an indirect “disability discrimination” claim, an employee must show:
 - i. She was disabled under the ADA
 - ii. She was meeting her employer’s legitimate expectations
 - iii. She suffered an adverse employment action
 - iv. Similarly situated employees without disabilities were treated more favorably.
- g. Recommendations to Guard Against ADA Claims