

TO: Dr. Mike Riggle

FROM: Rosanne Williamson

RE: FOIA Requests

**FOIA Response:**

Please see the attached email response. Responsive documents can found online at <http://il.glenbrook.schoolboard.net/board>.

**Background:**

The Freedom of Information Act (FOIA - 5 ILCS 140/1 et seq.) is a state statute that provides the public the right to access government documents and records. A person can ask a public body for a copy of its records on a specific subject and the public body must provide those records, unless there is an exemption in the statute that protects those records from disclosure (for example: records containing information concerning student records or personal privacy).

A public body must respond to a FOIA request within 5 business days after the public body receives the request or 21 business days if the request is for commercial purpose. That time period may be extended for an additional 5 business days from the date of the original due date if:

- The requested information is stored at a different location;
- The request requires the collection of a substantial number of documents;
- The request requires an extensive search;
- The requested records have not been located and require additional effort to find;
- The requested records need to be reviewed by staff who can determine whether they are exempt from FOIA;
- The requested records cannot be produced without unduly burdening the public body or interfering with its operations; or
- The request requires the public body to consult with another public body who has substantial interest in the subject matter of the request.

If additional time is needed, the public body must notify the requester in writing within 5 business days after the receipt of the request of the statutory reasons for the extension and when the requested information will be produced.



Elaine Geallis <egeallis@glenbrook225.org>

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## 01.19.2017 Kukulka FOIA

1 message

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**Rosanne Marie Williamson** <rwilliamson@glenbrook225.org>

Thu, Feb 2, 2017 at 7:12 AM

To: akukulka@chicagotribune.com

Bcc: egeallis@glenbrook225.org

Alex Kukulka

February 2, 2017

Glenview Announcements

[akukulka@chicagotribune.com](mailto:akukulka@chicagotribune.com)

**Re: January 19, 2017 FOIA Requests**

Dear Ms. Kukulka:

On January 19, 2017, Glenbrook High School District 225 received a request from you pursuant to the Freedom of Information Act ("FOIA") for various records related to employee discipline and legal complaint matters. On January 26, 2017, District 225 sent you correspondence explaining that the District was extending its response time as permitted by the FOIA.

Each of your requests are reproduced verbatim below and following each request is District 225's response.

### **Request 1**

1) *Copies of any and all legal complaints filed against District 225 dating back to January 1, 2014, including local and federal lawsuits, as well as complaints filed through agencies like the Illinois Department of Human Rights and federal EEOC.*

**Response:** See enclosed records (files: "Complaint 8.8.16.pdf" and "Demand for Arbitration.pdf"). Other records responsive to your request are possessed but have been withheld from disclosure as exempt. Specifically, charges filed with the Equal Employment Opportunity Commission and the Illinois Department of Human Rights are exempt pursuant to Section 7(1)(d) of FOIA as records created in the course of an administrative enforcement proceeding which if disclosed would unavoidably disclose the identity of a confidential source, confidential information, or persons who file complaints with or provide information to an administrative agency.

Additionally, while we do not interpret your request to be seeking complaints pending before the Illinois State Board of Education concerning student due process matters, to the extent you intended your request to encompass such matters, those records are

similarly exempt pursuant to Section 7(1)(d) and are additionally exempt as confidential student records pursuant to Sections 7.5(r) and 7(1)(a) of the FOIA.

2) *Any and all lawsuits/complaints filed before 2014 that remain open.*

**Response:** No documents responsive to this request are possessed by the School District.

3) *Any and all settlement agreements in that timeframe.*

**Response:** See enclosed records (file: "Settlement Agreement.pdf"). District 225 has interpreted your request as seeking all settlement agreements resulting from legal complaints filed on or after January 1, 2014. If you intended the scope of your request to be otherwise, please clarify.

## **Request 2**

1) *Any and all records showing any formal disciplinary actions taken against any district employees, part-time workers or contractors, by District 225 or any of its officials from January 1, 2014 to the present date.*

**Response:** See enclosed records (suspension or termination letters); see also: [website links for board meeting minutes]. In limited cases, redactions within the records were made pursuant to Section 7(1)(c), where the disclosure of the names would be an unwarranted invasion of privacy.

### **Fred Rudolphi - 6 day suspension**

Link to Board of Education Minutes for 1/13/14

<https://www.glenbrook225.org/district/Board-of-Education/Archived-Minutes/Current-Year-Minutes/011314-Minutes.aspx>

### **Rafael Lopez - 5 day suspension**

Link to Board of Education Minutes for 12/15/14

<https://www.glenbrook225.org/district/Board-of-Education/Archived-Minutes/2014-Minutes/Documents/121514-Minutes.aspx>

### **Miguel Arechar - 5 day suspension**

Link to Board of Education Minutes for 12/15/14

<https://www.glenbrook225.org/district/Board-of-Education/Archived-Minutes/2014-Minutes/Documents/121514-Minutes.aspx>

### **Arturo Lopez - 1 day suspension**

Link to Board of Education Minutes for 1/26/15

[https://www.glenbrook225.org/district/Board-of-Education/Archived-Minutes/Documents-\(1\)/012615-Minutes.aspx](https://www.glenbrook225.org/district/Board-of-Education/Archived-Minutes/Documents-(1)/012615-Minutes.aspx)

### **Neville Thompson - 5 day suspension**

Link to Board of Education Minutes for 8/10/15

[https://www.glenbrook225.org/district/Board-of-Education/Archived-Minutes/Documents-\(1\)/081015-Minutes.aspx](https://www.glenbrook225.org/district/Board-of-Education/Archived-Minutes/Documents-(1)/081015-Minutes.aspx)

### **Frantz Pierre - Termination**

Link to Board of Education Minutes for 8/24/15

[https://www.glenbrook225.org/district/Board-of-Education/Archived-Minutes/Documents-\(1\)/082415-Minutes.aspx](https://www.glenbrook225.org/district/Board-of-Education/Archived-Minutes/Documents-(1)/082415-Minutes.aspx)

**Mike Asquini - 5 day suspension**

Link to Board of Education Minutes for 12/12/16

<https://www.glenbrook225.org/district/Board-of-Education/documents/12-12-16-Open-Minutes.aspx>

*For every individual who was formally disciplined, please provide:*

2) *Any and all records in that individual's personnel file.*

**Response:** This portion of your request is categorical in nature and if not narrowed, would unduly burden the School District in responding to your requests. An employee's "personnel file" as that term is commonly understood is a collective of various sub-categories of files, which may include but is not limited to: application records; background checks; identification records; tax forms; payroll records; discipline records; evaluation and other performance records; directives; and other various records. Personnel files often exceed 100 pages and can sometimes span several hundreds of pages. Many records or portions of records are exempt from disclosure under the *FOIA* as private information, personal information, evaluation records and other records which are prohibited from disclosure by law. The review, culling and redaction of seven personnel files and the assertion of the various exemptions is expected to exceed 10 hours of work and would be unduly burdensome. Accordingly, you are invited to narrow your request to lessen the burden on the School District.

3) *If not included in the above, please provide all records related to internal and external complaints made against the disciplined individual, including but not limited to allegations of misconduct.*

**Response:** See formal disciplinary actions provided in response above. Other records responsive to this request are exempt pursuant to: Section 7(1)(f) (documents in which opinions are expressed, recommendations are made or actions are formulated); Section 7(1)(n) (records related to the school board's adjudication of employee grievances or disciplinary cases).

4) *If not included in the above, please provide all records related to disciplinary action taken against that individual.*

**Response:** See formal disciplinary actions provided in response above. See also enclosed records (individually named employee files). Disciplinary records older than 4 years are exempt pursuant to Section 7(1)(a) of the *FOIA* and the Personnel Records Review Act.

5) *If not included in the above, please provide all records of internal investigations of the individual.*

See formal disciplinary actions provided in response above. Other records responsive to this request are exempt pursuant to: Section 7(1)(f) (documents in which opinions are expressed, recommendations are made or actions are formulated); Section 7(1)(n) (records related to the school board's adjudication of employee grievances or disciplinary cases).

Should you believe that this response is an unlawful denial of your request, you may file a request for review with the Public Access Counselor ("PAC") pursuant to §9.5 of *FOIA*. You can file your Request for Review with the PAC at the Office of the Attorney General, 500 South 2<sup>nd</sup> Street, Springfield, IL 62706 or by calling 1-877-299-FOIA. You also have the right to seek judicial review of your denial by filing a lawsuit in the Circuit Court pursuant to §11 of *FOIA*.

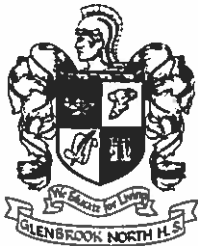
Sincerely,

Rosanne Williamson Ed.D.  
Secretary, District 225 Board of Education  
Assistant Superintendent for Educational Services  
Glenbrook H.S. District 225  
3801 West Lake Ave.  
Glenview, IL 60026  
[847-486-4701](tel:847-486-4701)

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**10 attachments**

-  **Complaint 8.8.16 (1).pdf**  
460K
-  **Demand for Arbitration (2).pdf**  
8K
-  **Settlement Agreement (1).pdf**  
131K
-  **Frantz Pierre - Termination (1).pdf**  
16K
-  **Fred Rudolfi - 6 days suspension (1).pdf**  
35K
-  **Neville Thompson - 5 day suspension (1).pdf**  
36K
-  **Rafael Lopez - 5 day suspension (1).pdf**  
41K
-  **Arturo Lopez - 1 day suspension.pdf**  
32K
-  **Mike Asquini - 5 day suspension (1).pdf**  
44K
-  **Miguel Arechar - 5 day suspension.pdf**  
34K



# Glenbrook North High School

2300 Shermer Rd., Northbrook, IL 60062-6700

Associate Principal's Office

<http://www.glenbrook.k12.il.us>

**To:** Arturo Lopez

**From:** John Finan

**CC:** Mr. Dan Whisler  
Dr. Paul Pryma  
Mr. Brad Swanson

**Date:** December 17, 2014

**Re:** Suspension

This communication serves to inform you of your one day suspension in your capacity as a custodian at GBN, to be served on Wednesday, December 17th. Mr. Whisler, Plant Operator, informed me regarding your involvement in a verbal/physical dispute that took place in the building on Monday, December 8<sup>th</sup>.

At approximately 3:00 p.m. on December 8<sup>th</sup>, you were involved in a verbal dispute that took place in the library with staff and students present. The dispute continued and included a physical altercation with [REDACTED] in the hallway outside of B100. Several staff members and students witnessed you pushing [REDACTED]. Mr. Whisler and Mr. Murdy conducted a due process interview with you on Tuesday, December 9<sup>th</sup> in which you acknowledged your involvement but indicated that you and [REDACTED] were joking around.

Mr. Whisler reminded you that arguments of this nature between co-workers are unacceptable in a school work environment, whether within or outside of school hours. Your behavior should be mindful and respectful of the members of the school community with safety and security being of the highest priority.

Any future incident of this nature may result in disciplinary action that could include suspension without pay or termination of employment. The Administration will make a recommendation to the Board of Education on January 12, 2015, for your suspension to be without pay. You will be apprised of their decision shortly thereafter.

Please contact me with any questions.

Your signature below indicates that you have received this document.

\_\_\_\_\_  
Arturo Lopez, Custodian

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Finan, Associate Principal

\_\_\_\_\_  
Date

Phone: 847.272.6400

Fax: 847.509.2411

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

FRANTZ PIERRE,	)	
	)	
PLAINTIFF,	)	
	)	
v.	)	<b>Case No.</b>
	)	
GLENBROOK HIGH SCHOOL	)	
DISTRICT 225,	)	
	)	
DEFENDANT.	)	

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**PLAINTIFF’S COMPLAINT WITH  
DEMAND FOR JURY TRIAL**

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Now comes the Plaintiff, FRANTZ PIERRE (hereinafter “PIERRE”), files his Complaint against the Defendant, GLENBROOK HIGH SCHOOL DISTRICT 225 (hereinafter “GLENBROOK”) and says:

**NATURE OF THE CLAIMS**

1. This is an action for monetary damages, pursuant to Title VII of the Civil Rights Act of 1964 as amended, 42 U.S.C. §§ 2000e, *et seq.* (hereinafter “Title VII”) and the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.* (hereinafter the “IHRA”).
2. This action is to redress Defendant’s unlawful employment practices against Plaintiff, including Defendant’s unlawful discrimination against Plaintiff because of his race, color and national origin; as well as Defendant’s retaliation against Plaintiff for exercising his rights under Title VII and the IHRA, leading to his unlawful termination.

3. This is an action for monetary damages pursuant to Title VII and the IHRA.
4. This Court has jurisdiction of the claims herein pursuant to 28 U.S.C. §§ 1331 and 1343, as this action involves federal questions regarding deprivation of Plaintiff's civil rights under Title VII.
5. This Court has supplemental jurisdiction over Plaintiff's related claims arising under state law pursuant to 28 U.S.C. §1367(a).
6. Venue is proper in this district pursuant to 28 U.S.C. §1391(b) because a substantial part of the events or omissions giving rise to this action, including the unlawful employment practices alleged herein occurred in this district.
7. Plaintiff, PIERRE, is a citizen of the United States, and is and was at all times material, a citizen of the State of Illinois.
8. Defendant, GLENBROOK, is a public school district in Cook County, Illinois.
9. Defendant is an employer as defined by the all laws under which this action is brought and employs the requisite number of employees.
10. Plaintiff has complied with all statutory prerequisites to filing this action.
11. Plaintiff filed a timely claim with the Equal Employment Opportunity Commission (hereinafter "EEOC") satisfying the requirements of 42 U.S.C. § 2000e-5(b) and (e), based on race, color and national origin discrimination and retaliation.
12. Plaintiff's EEOC charge was filed within three hundred (300) days after the alleged unlawful employment practices occurred.



13. On or about May 31, 2016 the EEOC issued to Plaintiff a Notice of Right to Sue, a true and correct copy of which is attached hereto as Exhibit 1.
14. This complaint was filed within ninety (90) days of Plaintiff's receipt of the EEOC's Right to Sue letter.
15. An EEOC filing automatically operates as a dual-filing with the Illinois Department of Human Rights.
16. At all material times, Plaintiff worked for Defendant in Glenview, IL.
17. Plaintiff was employed by Defendant for approximately three years and, at the time his employment was terminated, held the position of Custodian.
18. While employed by Defendant, Plaintiff satisfactorily performed the job requirements of his position.
19. Plaintiff was the only Black Custodian employed by Defendant and the only Haitian-American Custodian employed by Defendant.
20. Plaintiff was subjected to harassment based on his race, color and national origin, including racially offensive jokes and comments during his employment with Defendant.
21. Plaintiff was also subject to disparate treatment, including being reprimanded for things the white non-Haitian employees did not get reprimanded for and being given negative performance evaluations despite completing satisfactory work.
22. Plaintiff reported the harassment and disparate treatment to the Human Resources department but no action was taken.

23. Shortly after making this report Plaintiff's employment was involuntarily terminated.
24. Upon information and belief, Plaintiff was replaced by a white male.
25. Defendant unlawfully terminated Plaintiff in a discriminatory and retaliatory manner based on his race, color and national origin and Plaintiff's exercise of his rights under Title VII and the IHRA.
26. Defendant also discriminated against Plaintiff on the basis of his race, color and national origin, by subjecting him to disparate treatment based on same.
27. Plaintiff has been damaged by Defendant's illegal conduct.
28. Plaintiff has had to retain the services of undersigned counsel and has agreed to pay said counsel reasonable attorneys' fees.

**Count 1: Discrimination under Title VII**

29. Plaintiff re-alleges and adopts, as if fully set forth herein, the allegations stated in Paragraphs 1-28, above.
30. Defendant engaged in intentional race, color and national origin discrimination in the terms and conditions of the Plaintiff's employment, including, but not limited to, the Plaintiff's termination.
31. Defendant's conduct violates Title VII.
32. The Plaintiff has satisfied all statutory prerequisites for filing this action.
33. Defendant's discriminatory conduct, in violation of Title VII, has caused the Plaintiff to suffer a loss of pay, benefits, and prestige.

34. Defendant's actions have caused Plaintiff to suffer mental and emotional distress, entitling him to compensatory damages.

35. Defendant has engaged in discriminatory practices with malice and reckless indifference to the Plaintiff's federally protected rights, thereby entitling him to punitive damages.

**Count 2: Discrimination under IHRA**

36. Plaintiff re-alleges and adopts, as if fully set forth herein, the allegations stated in Paragraphs 1-28, above.

37. Defendant engaged in intentional race, color and national origin discrimination in the terms and conditions of the Plaintiff's employment, including, but not limited to, the Plaintiff's termination.

38. Defendant's conduct violates the IHRA.

39. The Plaintiff has satisfied all statutory prerequisites for filing this action.

40. Defendant's discriminatory conduct, in violation of the IHRA, has caused the Plaintiff to suffer a loss of pay, benefits, and prestige.

41. Defendant's actions have caused Plaintiff to suffer mental and emotional distress, entitling him to compensatory damages.

42. Defendant has engaged in discriminatory practices with malice and reckless indifference to the Plaintiff's federally protected rights, thereby entitling him to punitive damages.

**Count 3: Retaliation under Title VII**

43. Plaintiff re-alleges and adopts, as if fully set forth herein, the allegations stated in Paragraphs 1-28, above.
44. Defendant intentionally retaliated against Plaintiff for engaging in protected activity under Title VII by involuntarily terminating his employment.
45. Defendant's conduct violates Title VII.
46. The Plaintiff has satisfied all statutory prerequisites for filing this action.
47. Defendant's retaliatory conduct, in violation of Title VII, has caused the Plaintiff to suffer a loss of pay, benefits, and prestige.
48. Defendant's actions have caused Plaintiff to suffer mental and emotional distress, entitling him to compensatory damages.
49. Defendant has engaged in discriminatory practices with malice and reckless indifference to the Plaintiff's federally protected rights, thereby entitling him to punitive damages.

**Count 4: Retaliation under IHRA**

50. Plaintiff re-alleges and adopts, as if fully set forth herein, the allegations stated in Paragraphs 1-28, above.
51. Defendant intentionally retaliated against Plaintiff for engaging in protected activity under the IHRA by involuntarily terminating his employment.
52. Defendant's conduct violates the IHRA.
53. The Plaintiff has satisfied all statutory prerequisites for filing this action.
54. Defendant's discriminatory conduct, in violation of the IHRA, has caused the Plaintiff to suffer a loss of pay, benefits, and prestige.

55. Defendant's actions have caused Plaintiff to suffer mental and emotional distress, entitling him to compensatory damages.
56. Defendant has engaged in discriminatory practices with malice and reckless indifference to the Plaintiff's federally protected rights, thereby entitling him to punitive damages.

**WHEREFORE**, Plaintiff, requests this Honorable Court:

- A) Enter judgment requiring Defendant to pay back wages and back benefits found to be due and owing at the time of trial, front-pay, compensatory damages, including emotional distress damages, in an amount to be proved at trial, punitive damages, and prejudgment interest thereon;
- B) Grant Plaintiff his costs and an award of reasonable attorneys' fees (including expert fees); and
- C) Award any other and further relief as this Court deems just and proper.

### **JURY DEMAND**

Plaintiff hereby requests a trial by jury on all triable issues herein.

Respectfully Submitted:

**/s/ Gary Martoccio**

Gary Martoccio, Esq.

Illinois Attorney Registration No. 6313431

**Spielberger Law Group**

202 S. Hoover Blvd.

Tampa, Florida 33609

T: (800) 965-1570

F: (866) 580-7499

[Gary.Martoccio@spielbergerlawgroup.com](mailto:Gary.Martoccio@spielbergerlawgroup.com)

*Trial Counsel for Plaintiff*

# AMERICAN ARBITRATION ASSOCIATION ONLINE FILING ACKNOWLEDGEMENT

This confirmation serves as the Demand for Arbitration or Request for Mediation for this filing.  
To institute proceedings, please send a copy of this form and the parties' dispute resolution agreement to the opposing party.

Case # : 01-15-0005-2276

This will acknowledge receipt of a request for dispute resolution services for the claim and parties detailed below.

This claim has been filed for	Arbitration
This matter has been filed in accordance with	Commercial Arbitration Rules
The fee paid at the time of filing was	\$1,750.00
This request was received by the AAA on	23-Oct-2015

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## Claim Description

Parties entered into a written Agreement for a term of sixty (60) months. Due to Respondent's breach of the agreement, Claimant UniFirst is entitled to an Award of \$95,117.41. UniFirst's claim is broken down as follows: liquidated damages of \$82,423.11, garment replacement costs of \$11,705.60, and outstanding accounts receivable of \$988.70, for a total claim of \$95,117.41, plus interest at the contractual rate of 18% from the date of default, plus attorney's fees and costs.

Claim Amount \$95,117.41

Do you have a Non-monetary aspect to your claim? N

Additional Damages

Other  
Attorney fees  
Interest

Amount

Fee Schedule Option

Standard

ADR Agreement

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## Parties and Representatives

### Party 1

Category	Manager
Name	SAUL RODRIGUEZ
Company Name	UNIFIRST CORPORATION 061
Address	One Columbus Center, Suite 1900 10 West Broad Street Columbus, OH 43215

Phone

Fax

Email

The Party is the Company

### Representative 1

Name David M Scott

Firm Name Kohrman Jackson and Krantz, LLP  
Address 1 Columbus Center  
Suite 1900  
10 West Broad Street  
Columbus, OH 43215  
Phone (614)427-5741  
Fax ()-  
Email dms@kjk.com kcs@kjk.com

**Party 2**

Category Agent  
Name Chet Bachula  
Company Name Northfield Township High School District 225 dba Glenbrook South High School  
Address 4000 West Lake Avenue  
Glenview, IL 60026  
Phone  
Fax  
Email  
The Party is the Individual

**Representative 2**

Name Chet Bachula  
Firm Name Northfield Township High School District 225 dba Glenbrook South High School  
Address 4000 West Lake Avenue  
Glenview, IL 60026  
Phone  
Fax  
Email

**Party 3**

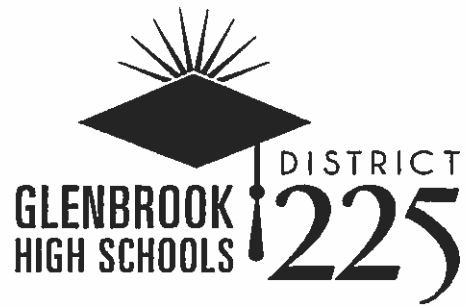
Category Agent  
Name Dr. Michael Riggel  
Company Name Northfield Township High School District 225, dba Glenbrook South High School  
Address 3801 West Lake Avenue  
Suite 200  
Glenview, IL 60026  
Phone  
Fax  
Email  
The Party is the Individual

**Representative 3**

Name Dr. Michael Riggel  
Firm Name Northfield Township High School District 225, dba Glenbrook South High School  
Address 3801 West Lake Avenue  
Suite 200  
Glenview, IL 60026  
Phone  
Fax  
Email







August 26, 2015

Mr. Frantz Pierre  
8922 N. Lacrosse Avenue  
Skokie, IL 60077

Dear Mr. Pierre:

The purpose of this letter is to inform you that the Glenbrook High School District 225 Board of Education took formal action on Monday, August 24, to release you from your employment with the District. On Tuesday, August 25 you received a call from Mr. Brad Swanson the assistant superintendent for human resources. Please continue to work with Mr. Swanson regarding your compensation from the district and any other questions or concerns you may have.

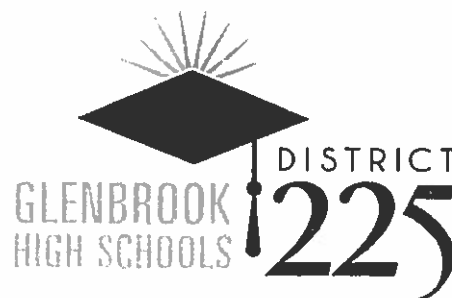
Sincerely,

A handwritten signature in cursive script that reads "Michael D. Riggle".

Michael D. Riggle  
Superintendent

MDR:mkw

cc: Mr. Brad Swanson  
Personnel File



January 14, 2014

Mr. Fred Rudolfi  
3504 Meadow  
Glenview, IL 60025

Dear Mr. Rudolfi:

The purpose of this letter is to formalize the determinations made by the District 225 Board of Education regarding the allegations made against you by the Glenbrook South High School administration. As a result of their deliberation, the Board determined the following:

1. You are in violation of the following sections of the Glenbrook High School District 225 Educational Support Personnel Handbook
  - a. Section 2.4 Lunch Periods and Breaks
  - b. Section 2.11.8 Improper attitudes that prevent effective, satisfactory job performance
  - c. Section 2.11.10 Loafing or sleeping on duty
  - d. Section 2.11.14 Incompetence, lack of ability or motivation to perform job duties
  - e. Section 2.11.15 Chronic tardiness, leaving early, or lunch break periods
  - f. Section 2.11.17 Refusal to obey instructions given by the supervisor or other legitimate authority

As a result, the Board took action on Monday, January 13 and directed that the following disciplinary action be taken:

1. You are suspended without pay for a period of six (6) calendar weeks beginning on January 14, 2014 and ending on February 25, 2014. Your first day to return to work will be February 26, 2014.
2. You will receive a formal reprimand from the building administration that will become part of your employment file.
3. A remediation plan will be developed by the building administration to be shared with you prior to your return to work. This remediation plan is to be followed and successfully completed by you.

Mr. Fred Rudolphi  
January 14, 2014  
Page 2

4. All personal property belonging to you is to be removed from the break area and laundry room. You are to contact Mr. Dean Krock to arrange an acceptable time to complete this action.

It is important to note that violations of the type listed above or any other violations of the Educational Support Personnel Handbook will not be tolerated and may result in further disciplinary action that could include suspension up to and including dismissal. If you have further questions, please feel free to contact either Dr. Steve Caliendo or myself.

Sincerely,



Michael D. Riggle  
Superintendent

MDR:mkw

cc: Personnel File  
Dr. Caliendo  
Dr. Wegley



# Glenbrook North High School

2300 Shermer Rd., Northbrook, IL 60062-6700

Associate Principal's Office

<http://www.glenbrook.k12.il.us>

To: Miguel Arechar  
From: John Finan  
CC: Mr. Dan Whisler  
Dr. Paul Pryma  
Mr. Brad Swanson  
Date: December 10, 2014

**Re: Suspension**

This communication serves to inform you of your suspension from duties as a custodian at Glenbrook North, beginning on Wednesday, December 10 and continuing through December 16, 2014. The suspension is due the extended inactive time you spent in a storage closet on a nightly basis from November 17 to November 21, 2014.

Mr. Whisler was informed of the fact that you regularly entered into this storage closet during the last 60-90 minutes of your shift. The closet is for equipment and materials storage and is not a room that you are assigned to clean. Securing supplies from such a closet requires 1 or 2 minutes. Hallway camera footage was reviewed from November 17 through November 21, 2014, and revealed a pattern of at least 60 minutes per evening that you spent in the closet during the last 90 minutes of your shift. You have been informed on multiple occasions of standard break times and locations during the afternoon shift and all of the time spent in the closet falls outside of the specified break and lunch periods. Further, Mr. Kolos entered the closet on the evening of Wednesday, December 3<sup>rd</sup> at approximately 10:30 p.m. and discovered that you were sitting down and inactive. In our meeting on Friday, December 5<sup>th</sup>, you confirmed that this was the case. Further, you denied spending time in the closet on any evening other than the one when Mr. Kolos confronted you on December 3<sup>rd</sup>.

It is the building administration's goal to provide our students and staff with facilities that are properly maintained and cleaned. We need to see immediate improvement in your productivity and adherence to Plant Operations policies and guidelines. Any future incident of this nature may result in further disciplinary action that could include termination of employment. The Board of Education approved our recommendation of a suspension without pay at their meeting on December 15<sup>th</sup>. Please contact me with any questions.

Your signature below only indicates that you have received this document.

\_\_\_\_\_  
Miguel Arechar, Custodian Date

\_\_\_\_\_  
John Finan, Associate Principal Date

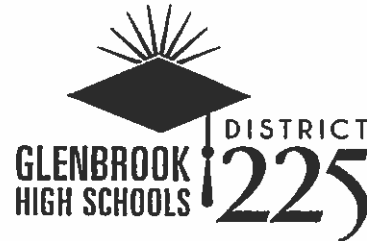
(Refused to sign)

Phone: 847.272.6400

Fax: 847.509.2411

**Human Resources Office**

*Brad Swanson, Assistant Superintendent for Human Resources*  
*Alice Rañores, Director of Human Resources*  
*Debbie Tinpe, Human Resources Specialist, Certified*  
*Jeanne Davito, Human Resources Specialist, Non-certified*  
*Alice Kus, Human Resources Assistant*



**To:** Mike Asquini  
**From:** Brad Swanson, Assistant Superintendent for Human Resources  
**Date:** December 12, 2016  
**Re:** Suspension Recommendation and Final Warning

**Cc:** Dr. Michael Riggle, Superintendent  
Lauren Fagel, Principal  
Gary Freund, Associate Principal for Administrative Services  
Personnel File

This correspondence is to inform you of the results of our investigation into allegations of misconduct on your part, and to inform you of the recommended consequences for your actions. You were provided an opportunity to address these issues in meetings held on November 7 and 14, 2016, and attended by Gary Freund, Lauren Fagel, you and me. Specifically, I find that you engaged in the following misconduct:

Theft of Supervisor's Evaluation

You admitted taking a draft version of your supervisor's performance evaluation off his desk and reading it. Beyond reading the evaluation, you made a copy of the draft evaluation and shared the copy of the draft evaluation with a colleague. Your actions were insubordinate, unprofessional and represent a serious lapse in professional judgment. Moreover, you were not content to contain your misconduct to yourself. You further undermined your supervisor by sharing your unprofessional and inappropriate conduct with a colleague. Evaluation documents are confidential and are meant to remain between the employee and his/her supervisors.

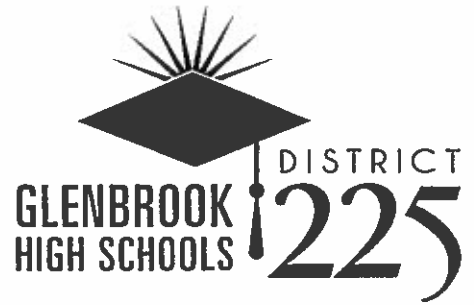
Unprofessional Conduct with Co-Workers

You have demonstrated a pattern of unprofessional interactions with your co-workers. This includes unprofessional verbal communication in the form of excessive and unnecessary disagreements with co-workers. Unnecessary verbal altercations have occurred with various department members. Further evidence of your unprofessional conduct is found through your interactions with ~~\_\_\_\_\_~~. You have acted as her supervisor by pointing out mistakes by the staff on her shift and excessively offering your opinion on her capacity within her position. You have also failed to coordinate the execution of work orders with the

\_\_\_\_\_ resulting in significant frustration and, at times, confusion for her and second shift staff members.

For the conduct outlined above, I am recommending a five (5) day suspension without pay. If you wish to appeal this recommendation, you may address the Board of Education in closed session on December 12, 2016. Should you wish to address the Board, please know the Board of Education will make the final decision on your suspension, which may be more or less severe than my recommendation.

It is our expectation going forward that you will refrain from similar or other misconduct. This is your final warning that if you engage in similar or other material misconduct, you will be recommended to the Board of Education for termination. It is my hope that you will take this last opportunity to reform your behavior and meet the District's performance expectations, including, but not limited to, respecting the nature of confidential documents and maintaining appropriate, professional working relationships with your co-workers and supervisors. If you have any questions about this matter or our expectations going forward, please make an appointment to meet with me.



**Human Resources Office**

*Brad Swanson, Assistant Superintendent for Human Resources*

**To:** Neville Thompson  
**From:** Brad Swanson  
**Date:** August 11, 2015  
**Re:** Suspension  
**CC:** Lauren Fagel  
Gary Freund  
Chet Bachula

This communication serves to inform you of your 5-day unpaid suspension from duties as a custodian at Glenbrook South High School, beginning on Tuesday, August 11th and continuing through Monday, August 17<sup>th</sup>, 2015. The suspension is due to it being determined that you took breaks for an extended period of time for multiple days during the spring of 2015. The suspension was approved by the Board of Education on Monday, August 10, 2015.

As a custodian at GBS, you were assigned to work the second shift from approximately 2:30pm to 11:00pm. Your breaks were established to take place from approximately 5:30pm to 6:15pm (45 minutes) and from approximately 8:30pm to 9:00pm (30 minutes) for a total of 75 minutes each day. It is also an established expectation for your position that if you were to leave the building during your break, you were expected to notify your supervisor and punch a timecard out and in.

The GBS Administration has determined through the use of video camera footage and electronic key records that you have significantly extended your break by an average of 45 minutes each day on at least 17 days. It has also been determined that you leave campus in your vehicle during these break times without prior notice to your supervisor.

When questioned about this information, you did not deny taking the extra time, but you also mentioned that you put in the appropriate amount of extra time at the end of your shift to make up for the extended break. Upon your request, time cards were examined. However, the time cards did not show any extra time worked as you had indicated. You also stated that you clearly understood the expectations and procedures related to taking your breaks.

Please know that any future incident of this nature may result in further disciplinary action that could include termination of employment. Please contact me with any questions.

Your signature below indicates that you have received this document.

*Neville Thompson was given his own copy of this document. Neville Thompson refused to sign this document. 8/11/15*

Neville Thompson, GBS Custodian

Date

*8/11/15*

Brad Swanson, Assistant Superintendent for Human Resources

Date



# Glenbrook North High School

2300 Shermer Rd., Northbrook, IL 60062-6700

## Associate Principal's Office

<http://www.glenbrook.k12.il.us>

**To:** Rafael Lopez  
**From:** John Finan  
**CC:** Mr. Dan Whisler  
Dr. Paul Pryma  
Mr. Brad Swanson  
**Date:** December 10, 2014

### Re: Suspension

This communication serves to inform you of your suspension from duties as a custodian at Glenbrook North, beginning on Wednesday, December 10th and continuing through December 16<sup>th</sup>, 2014. The suspension is due to the monitoring of your extended inactive time spent in room E100 for the last hour of your shift on a nightly basis along with your unauthorized use of computers in the Broadcasting area.

On October 27, 2014, Mr. Whisler was informed of the fact that several items were missing from the storage room that connects the two Health classrooms, E100 and E102. Hallway camera footage was reviewed and indicated a pattern of extended time periods that you spent in E100 during the last 1.5 hours of your shift. You have been informed on multiple occasions of standard break times and locations during the afternoon shift and all of the time spent in E100 falls outside of the specified break and lunch periods. Further, inspections have verified that the rooms were not properly cleaned and that you were simply inactive for an average of one hour each evening at the end of the shift for the multi-week period that was monitored. The exit and entry to room E100 was monitored from October 29<sup>th</sup> through November 25<sup>th</sup>.

On Friday, December 5<sup>th</sup>, you met with Dan Whisler, Derek Kolos and John Finan and we reviewed the information that had come to our attention in regard to missing items and your extended periods of time spent in E100. You indicated the possibility that you had finished an open can of soda and you explained that you were cleaning in E100, that you spent approximately 25-30 minutes each in cleaning E100 and E102, and that on possibly one or two occasions you sat down at the desk and read a magazine or a book. You also indicated that you remained in E100 even if all work had been completed because you were told by supervisors to remain in your section until 11:15p.m.

It is our goal to provide our students and staff with facilities that are properly maintained and cleaned. We need to see immediate improvement in your productivity and adherence to Plant Operations policies and guidelines. Any future incident of this nature may result in further disciplinary action that could include termination of employment. The Board of Education approved our recommendation of a suspension without pay at their meeting on December 15th. Please contact me with any questions.

Your signature below indicates that you have received this document.

  
Rafael Lopez, Custodian

12/17/14  
Date

  
John Finan, Associate Principal

12/17/14  
Date

Phone: 847.272.6400

Fax: 847.509.2411



**SETTLEMENT AGREEMENT  
AND RELEASE**

This Settlement Agreement and Release ("Agreement") is executed by and between UniFirst Corporation ("UniFirst") and The Board of Education of Northfield Township High School District 225 ("DISTRICT"). UniFirst and DISTRICT are collectively referred to herein as "the Parties."

WHEREAS, UniFirst brought certain claims against DISTRICT in a certain arbitration, AAA Case No. 01-15-0005-2276 (the "Arbitration") related to a certain alleged Customer Service Agreement with Glenbrook South High School dated June 12, 2014 (the "2014 CSA"), and DISTRICT refutes all such claims; and

WHEREAS, UniFirst maintains that it has certain claims against DISTRICT related to a certain alleged Customer Service Agreement with Glenbrook North High School dated September 25, 2015 (the "2015 CSA"), and DISTRICT refutes all such claims; and

WHEREAS, the Parties deny that either is indebted to the other or has engaged in any wrongful, improper, or unlawful conduct related to the subject matter of the Arbitration, the 2014 CSA, the 2015 CSA, or otherwise;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below and for other good and valuable consideration, receipt of which is hereby acknowledged, and to avoid time, expense, and inconvenience, all of which the Parties hereto have specifically considered, it is hereby agreed by the undersigned as follows:

1. **PAYMENT.** DISTRICT shall pay UniFirst the total amount of THIRTY FOUR THOUSAND EIGHT HUNDRED SEVENTY-SEVEN DOLLARS and 68/100 (\$34,877.68) in full and final settlement (the "Settlement Amount"). Payment is to be remitted on or before May 1, 2016, as a compromise of the Arbitration. Payment shall be made payable to UniFirst Corporation and remitted to the attention of David M. Scott, 250 Civic Center Drive, Suite 300, Columbus, OH 43215.

2. **NO ADMISSION.** This Agreement does not constitute, nor shall it be construed to be or used as evidence of, an admission of the truth or validity of any claims related to the Arbitration, the 2014 CSA, the 2015 CSA, or any other contentions asserted by UniFirst against DISTRICT, or by DISTRICT against UniFirst.

3. **DISMISSAL AND MUTUAL RELEASE.** Upon confirmation that the Settlement Amount has been remitted, UniFirst shall cause the Arbitration to be dismissed with prejudice, and upon receipt of the Settlement Payment the Parties unconditionally and irrevocably hereby release and forever discharge each other and any of their respective parent or subsidiary companies, members, officers, agents, directors, supervisors, employees, representatives, attorneys, accountants, successors and assigns from any and all manner of litigation or arbitration, asserted or unasserted, demands, liabilities, damages, actions, or causes of action which they now have or may have against each other, or may have in the future, known or unknown, including, but not limited to, all claims, counterclaims, or cross-claims which were raised or could have been raised, from the beginning of time until the date of this Agreement and pertaining to the subject matter of the Arbitration, the 2014 CSA, and the 2015 CSA.

UniFirst  
Settlement  
118385  
kimptek

Consistent therewith, the 2014 CSA and the 2015 CSA are extinguished, void, and held for naught.

4. **SEVERABILITY**. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, unenforceable, or void, such declaration or determination shall not affect the remaining terms of this Agreement.

5. **AUTHORITY TO EXECUTE**. The persons signing this Agreement specifically warrant and represent that they have full power and authority to execute this Agreement, understand the terms of this Agreement, and further represent that they have not transferred, assigned or otherwise conveyed in any manner or form, any of the rights, obligations, or claims that are the subject matter of this Agreement.

6. **INTEGRATION CLAUSE**. This document sets forth the entire agreement between the Parties and may not be changed except in writing. There are no representations, arrangements, understandings, or agreements, oral or written, relating to the subject matter of this Agreement, except as expressed herein.

7. **CHOICE OF LAW, DISPUTES, VENUE/JURISDICTION**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to conflicts of law principles. The Parties consent and allow the courts of the State of Illinois to assume jurisdiction over any disputes and controversies between the Parties, arising out of or concerning this Agreement.

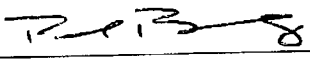
8. **CONFIDENTIALITY**. The Parties agree that the terms and conditions of this Agreement are strictly confidential and that such confidentiality is of the essence of this Agreement and that they may only state that the matter is resolved. The parties agree that if they or their attorneys, or their respective agents, employees, or other representatives or anyone else acting on their behalf, communicate, display, publish or otherwise reveal any of the contents of this release or the terms of this Agreement, the aggrieved party may bring suit to enforce this release by way of injunctive relief and may recover their actual damages sustained. The only exception to this is that any party may discuss this Agreement with its governing board/representatives or otherwise as required by law. The parties may also disclose this Agreement if required to by law.

9. **COUNTERPARTS**. This Agreement may be signed in counterparts for the convenience of the Parties. A signature communicated via facsimile/e-mail/PDF shall be treated as an original.

[SIGNATURES ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, this Agreement has been approved and executed by the Parties on the date written below.

UNIFIRST CORPORATION

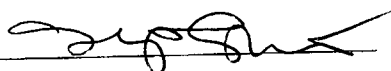
By: 

Date: 3/29/16

Print Name: Paul Brady

Title: General Manager

The Board of Education Northfield Township High School District 225

By: 

Date: April 11, 2016

Print Name: Skip Shein

Title: President, Board of Education  
Northfield Township High School District 225