Chicago Board of Education
Office of the Inspector General
July 1, 2000 - June 30, 2001

Richard M. Daley, Mayor
Michael W. Scott, President, Chicago Board of Education
Arne Duncan, Chief Executive Officer
Maribeth Vander Weele, Inspector General
James M. Sullivan, Deputy Inspector General
Annual Report
July 1, 2000 to June 30, 2001

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of the Chicago Board of Education

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January 1, 2002
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School employees engage in a check-stealing scheme.

Two companies take advantage of a bidding anomaly and deliver more than $500,000 of a higher-priced product without authorization.

An administrator attempts to award a company a major contract while being listed as a future principal of the firm upon her retirement.

These were among an array of allegations substantiated by the Office of the Inspector General in Fiscal Year 2001. Mayor Richard M. Daley and the Illinois legislature recognized that in a school system as large as Chicago’s, a small percentage of employees and contractors would abuse the system. They chose to address such abuses head on by creating and supporting an aggressive and professional investigative agency. Other urban school systems have followed suit.

As required by state statute, this annual report summarizes the activity of the Office of the Inspector General for the fiscal year ending June 30th. As required by law, identifying information has been kept confidential.

The year continued to be very active for the office, as investigations increased in number and complexity. The office continued to redefine itself through minor restructuring and by focusing on best practices borrowed from private industry. This includes continued systems development, staff training and the use of technology to track and analyze data.

The Forensic Auditing Unit was newly created in the Spring of 2001. Small in size, it was designed as a “special forces” unit to focus on highly complex long-term investigations and reviews that require extensive auditing or analysis of financial documentation and data.

The year also saw a turnover in leadership of the Chicago Public Schools. Michael W. Scott was named president of the Chicago Board of Education, replacing Gery J. Chico, and Arne Duncan was named Chief Executive Officer, replacing Paul Vallas. The new leadership and our office quickly established a strong rapport.

Also during 2001, our office helped create the Illinois Association of Inspectors General, comprised of Inspectors General from the City of Chicago, the Chicago Housing Authority, the Chicago Transit Authority, the Illinois Secretary State, the Illinois Department of Health and Human Services and the Illinois Department of Children and Family Services. The association named myself as president and Chicago Housing Authority Inspector General Leonard Odom as vice president.
The association was formally created to share training costs for investigators on the front lines, to brainstorm on issues common to the Inspector General community and to exchange information on resources and systems required to operate an effective Inspector General’s office. Finally, the organization was created to share information and foster inter-agency cooperation in investigations.

Our office continued to be a resource and model for Inspector General offices created in state and local governments around the country. I had the honor of speaking to the Miami-Dade County School Board about creating an Inspector General office for that organization and subsequently reviewed proposed language doing so.

Additionally, we saw some earlier investigative efforts bear fruit in the indictments of a Chicago Public School vendor who accepted and cashed $90,000 of misdirected school funds intended for another vendor and a painting contractor who offered a bribe to a Chicago Public Schools investigator to move $210,000 of invoices through the system for work not completed. The Office of the Inspector General is supporting the continued investigation.

We look forward to continued support of these efforts in the future.
The Office of the Inspector General was created in 1994 by state statute to investigate allegations of waste, fraud, and financial mismanagement in Chicago Public Schools and to recommend efficiency and other initiatives.

The Inspector General is appointed by Mayor Richard M. Daley and reports to the Chicago Board of Education, led by Michael W. Scott. The office works closely with Chicago Public School management, led by Chief Executive Officer Arne Duncan.

Codified by 105 ILCS 5/34-13.1, the office’s first Inspector General was selected by and initially reported to the Chicago School Finance Authority, an independent oversight panel. However, the Chicago School Finance Authority became dormant June 30, 1995 under state law and jurisdiction over the Office of Inspector General was transferred to the Chicago School Reform Board of Trustees.

Under state law, the term of the Chicago School Reform Board of Trustees expired on June 30, 1999. It was replaced and succeeded by the Chicago Board of Education, effective July 1, 1999.

Given the authority to appoint the Inspector General, Mayor Richard M. Daley named Maribeth Vander Weele to the post in September of 1998.

As required by statute, this report covers activity from July 1, 2000 through June 30, 2001. Investigations completed since then will be described in subsequent reports.
The mission of the Office of the Inspector General is to ensure integrity in the operations of the Chicago Public Schools by conducting meaningful, accurate, and thorough investigations into allegations of waste, fraud and mismanagement. The secondary goal is to recommend legislative and efficiency initiatives.

These objectives are accomplished through investigations, major reviews that recommend systemic change, efficiency initiatives and mediation of vendor complaints.

The Office of the Inspector General (OIG) is a fact-finding agency that works closely with the Law Department of the Chicago Board of Education to facilitate administrative charges against employees and contractors.

The OIG also collaborates with law enforcement, other Chicago Public School departments and city agencies.

The statutory authority of the Office of the Inspector General is derived from 105 ILCS 5/34-13.1. Its administrative authority is derived from the Chicago School Reform Board of Trustees Resolution 98-0923-RS12. As legally described, the Inspector General has the authority “to conduct investigations into allegations of or incidents of waste, fraud, and financial mismanagement in public education within the jurisdiction of the Board by a local school council member or an employee, contractor, or member of the Board or involving school projects managed or handled by the Public Building Commission.”

State law gives the Inspector General broad access to information, documents, buildings and personnel relevant to Chicago Public School investigations. The Inspector General has the power to subpoena witnesses and compel the production of documents pertinent to investigations related to the school system. Persons who refuse to cooperate may be charged with a Class A misdemeanor.
EMPLOYEE INTEGRITY UNIT

The Employee Integrity Unit, directed by Linda Brown, investigates allegations of fraud, waste, and employee misconduct in the Chicago Public School system. Allegations may include, but are not limited to, criminal offenses, tuition and residency fraud violations, financial offenses, and other violations of Chicago Board of Education policies and rules. What follows are descriptions of substantiated cases from July 1, 2000 to June 30, 2001 in the Employee Integrity Unit. As prescribed in state statute, identifying information has been deleted.

Criminal Offenses

The following criminal violations fall into three major categories: cases in which the OIG detects a crime during an investigation, cases in which a past criminal offense comes to light during an investigation, and “Court Watch” cases. In the latter category, the OIG receives notification of an employee arrest and monitors each case as it makes its way through the court system. If the allegation is serious enough that children may be endangered, the school system acts swiftly to remove the employee, with pay, from the school during the investigation or pending the resolution of the criminal case. By state statute, employees convicted of certain felonies, sex offenses, and drug-related crimes are precluded from employment with any public school system including Chicago Public Schools. These crimes are called “enumerated offenses.”

- Two school system interns were implicated in a check-cashing scheme. Checks were stolen from the desk of another employee and cashed by an accomplice who was not employed by the school system. The employees were terminated and the Chicago Police Department subsequently arrested both.

- An elementary school security officer was found guilty of burglary. He was subsequently terminated from his position and a “Do Not Rehire” notice was placed in his employment file.

- An elementary school custodial worker was arrested twice for attempted possession of a controlled substance. He pled guilty to the second charge, and his employment with the school system was terminated. He is precluded from further employment with Chicago Public Schools.

- An elementary school teacher was arrested for aggravated arson. Because a police investigation could not locate any agents for the victim, a realty company, a misdemeanor charge of criminal damage to property was entered. Charges were later dropped when the complaining witness failed to appear at the trial. The teacher resigned from the school system.

- A substitute teacher was arrested for delivery of a controlled substance. She resigned from her position prior to her arrest, which precludes her from being employed by the school system in the future. She later pled guilty and was placed on 24 months of felony probation.
An elementary school security officer was arrested for false personation of a peace officer and carrying a dangerous weapon. His employment was terminated and his personnel file contains a “Do Not Rehire” notice. He was found guilty of the charges and sentenced to one year of supervision.

A lunchroom attendant was alleged to be using a school phone to make threatening and harassing phone calls. She denied the allegations but pled guilty to charges of telephone harassment, and was sentenced to nine months of supervision.

An engineer custodian was alleged to have stolen many items from the school. He admitted removing a lawn mower and ladder for personal use. During the course of the investigation, he returned the lawn mower, ladder, and a snow blower. The investigation also showed that the engineer custodian falsified work orders for $5,050 indicating that work had been performed on the principal’s office when, in fact, the work had been done on the engineer’s office. The engineer custodian was terminated.

An elementary school bilingual assistant was arrested for delivery of a controlled substance. She pled guilty and was sentenced to three years of probation with a $2,500 fine. She was laid off from her position and a “Do Not Rehire” notice was placed in her employment file.

An elementary school security watchman was arrested for solicitation of a prostitute. He pled guilty to the offense. During the course of the investigation, it was found that he had previously been convicted of two felony offenses, which he had not disclosed on his CPS employment application. One conviction was for possession of a controlled substance, an enumerated offense barring CPS employment. He resigned his position before being terminated. The solicitation conviction was vacated. His recent application for re-employment was denied based on his prior possession conviction.

An elementary school contractual custodial worker stole several computers from the school. He was taped on surveillance video taking several objects from the school. The principal reported the thefts to the Chicago Police Department and the worker was arrested. A Dell computer and a Gateway computer were recovered from his residence. The custodian was terminated from his employment.

An elementary school engineer, while applying for a change of position in 1998, did not disclose a conviction for attempted rape in 1982. He subsequently retired from his position. The OIG recommended that a “Do Not Rehire” notice be placed in his personnel file.

An elementary school teacher was found to have made threatening phone calls to the Chicago Teachers Union office. The teacher resigned as a result of the OIG investigation.

A high school Programs Options teacher was arrested for solicitation of prostitution. He pled guilty and was sentenced to one year of supervision.

An elementary school teacher was arrested for possession of a controlled substance. She attended substance abuse counseling in lieu of criminal prosecution. The teacher subsequently took a personal illness leave from the school system.
A high school assistant was alleged to have been using drugs on school property. An investigation showed that the school assistant failed to disclose numerous convictions, including forgery, unlawful use of weapons, and possession of a controlled substance, on an application for employment with CPS prior to his hiring. The assistant was discharged from the school system.

A high school teacher had resigned from his previous position with the Illinois Department of Corrections after being investigated for criminal sexual misconduct. He did not disclose the reason for his resignation at the time of his hiring by CPS. In an interview with OIG investigators, he admitted to some inappropriate sexual conduct with two female inmates. The teacher was terminated from his employment with the school system.

Financial Offenses

Financial offenses include areas of payroll fraud, misuse of school system property, misappropriation of funds, internal account violations, and misuse of federal funds.

A high school substitute teacher failed to refund trip fees after a student trip to the Great America theme park was cancelled. He also failed to properly receipt or deposit the collected fees with the school treasurer. He admitted he used the money to support his drug habit, and one month later repaid the money. He was vacated from his position and the OIG recommended a “Do Not Rehire” notice be placed in his employment file.

A control coder in the Central Office issued fraudulent reimbursement checks to herself without authorization. A computer listing of reimbursements showed she issued herself ten reimbursement checks that she cashed totaling $1,370. She also issued herself five reimbursement checks totaling $975; however, these checks were not paid and were returned for non-sufficient funds. She admitted to issuing and cashing the checks. Additionally, she stated that she attempted to cash and process checks in the amount of $800. The control coder resigned from her employment with the school system. The OIG recommended a “Do Not Rehire” notice be placed in her employment file.

A school business manager received overtime pay to which she was not entitled. The principal authorized the overtime pay after the school business manager was promoted from school clerk. According to Chicago Board of Education policy, the school business manager's position was exempt from overtime pay. A payment plan was set up through the payroll department for deductions that were to be made for the overtime she received.

The OIG conducted an investigation into lunchroom receipt discrepancies at a high school. The investigation showed that 45 discrepancies occurred while a particular cashier was on duty. Specifically, the amount of money contained in the sealed deposit bags was less than the amount written on the accompanying deposit slips. The cashier claimed that she simply made mistakes while counting the lunchroom money. The cashier was found responsible for the 45 discrepancies in both the reported and actual bank deposits in the school's lunchroom receipts totaling $9,370. The cashier was terminated from her position. The OIG recommended a “Do Not Rehire” notice be placed in her employment file.
An elementary school teacher attempted to use the CPS tax exemption number to purchase shoes for a student and for herself. The OIG recommended that policies be implemented outlining the purpose of the school system’s tax exemption number, and forwarded the case to the Law Department for appropriate action.

Credible evidence showed that an elementary school assistant principal took a pager, laptop computers, and other computers from the school. The case was forwarded to the Law Department for appropriate disciplinary action. The assistant principal resigned from the system.

A high school teacher sold drafting equipment kits to students and did not deposit the money with the school treasurer. The teacher agreed to repay the money owed to the school, but in fact failed to settle the debt. The teacher resigned his position, and the OIG recommended placing a “Do Not Rehire” notice in his employment file.

A school clerk submitted a fraudulent Parent/Guardian State Pupil Transportation Reimbursement Form to the Illinois State Board of Education. The clerk requested reimbursements for herself and seven other individuals in the amount of $3,500. None of the individuals had children enrolled at the school. She submitted the form without the knowledge or permission of the principal. The case was forwarded to the Law Department for appropriate disciplinary action against the clerk and two other conspirators, all of whom were school system employees. The school clerk retired from the school system.

A principal forged the name of the school business manager on a number of checks. The principal told the business manager that she had signed both of their names to pay vendors while the business manager was on leave. After the school business manager reported the allegation to the Office of Accountability, the principal told the school business manager that his position was closed, then rehired him three weeks later. The case was forwarded to the Law Department for appropriate action.

An administrative assistant submitted false information concerning her annual salary to the Illinois Department of Human Services in order to receive state benefits from a Child Care Initiatives Program. She also forged the signature of a CPS employee on a letter verifying her employment status and salary. The administrative assistant was terminated and a “Do Not Rehire” notice was placed in her employment file.
Tuition Fraud and Residency Violations

Under the Illinois School Code, students who reside outside of city limits and attend Chicago Public Schools must pay tuition. Typically, allegations of tuition fraud involve falsification of documents to reflect a city address that is not the true domicile of the student. Under residency violations, employees are alleged to have violated the Chicago Board of Education’s residency policy, which requires employees hired after November, 1996, to reside within the city limits.

- A high-level central office administrator resided in Oak Park, Illinois, in violation of the Chicago Board of Education’s residency policy, and falsified documents to state she lived in Chicago. She resigned as a result of the OIG investigation.

- A bilingual parent advocate resided in Onarga, Illinois, in violation of the Board of Education’s residency policy.

- A school assistant at a CPS elementary school resided in Forest Park, Illinois, in violation of the Board’s residency policy.

- A Blue Island resident sent her daughter to a CPS high school without paying $8,423 in required tuition.

- Markham residents sent their children to a CPS Options for Knowledge school without paying $36,622 in required tuition.

- Lincolnwood residents sent their son to a CPS elementary school without paying $5,474 in required tuition.

- An Alsip resident sent her daughter to a CPS elementary school without paying $15,279 in required tuition.

- Brookfield residents sent their son to a CPS language academy without paying $9,216 in required tuition.

- Calumet Park residents sent their son to a CPS language academy without paying $2,737 in required tuition.
Other Policy Violations

These violations include additional acts of employee misconduct.

Unknown janitorial staff or contractors at an elementary school used the school’s computer network to access the Internet and view pornography from an adult web site. The subcontracting firm has since dissolved. The case was forwarded to the Law Department for appropriate action.

A school bus aide failed to accompany a three-year-old special education student after school hours. The bus aide accompanied the student from the school to his residence, but the aide failed to return with the student to the school when no one was at the student’s home. The aide was aware of conversations between the bus company and the driver, in which the principal instructed the driver and aide to return the student to the school on the bus. The aide had the driver drop her off at her personal vehicle, and did not make the return trip with the student to the school. The OIG found that the fault lay with the bus aide, and not with the bus company.

A guidance counselor aide used a school computer to access pornographic web sites. In an interview with an OIG investigator, the counselor admitted to using the computer in the school computer lab to search web sites for pornographic movies, access his E-mail account, and search the Internet for other information. The case was forwarded to the Law Department for appropriate action and the employee was discharged.

An OIG investigation disclosed that a custodial worker and school engineer brought women into an elementary school after hours and on weekends. The custodial worker admitted to bringing his girlfriend into the school after hours to watch television. The engineer, however, stated that he never, at any time, brought women into the school and that he had no knowledge of anyone else bringing women into the school. The case was forwarded to the Law Department for appropriate action.

An assistant principal used his office computer to send and receive sexually explicit E-mail. The assistant principal admitted that he used his computer to access his E-mail accounts and to respond to E-mails he received from sex-related chat rooms. The case was forwarded to the Law Department for appropriate disciplinary action and the assistant principal resigned. A “Do Not Rehire” notice was placed in his personnel records.

An elementary school teacher was found accessing pornographic web sites involving incest and bestiality on the school computer. She admitted accessing the sites on behalf of her brother, and also allowing her brother to use the computers to access the sites. The case was forwarded to the Law Department for appropriate disciplinary action and the teacher resigned. A “Do Not Rehire” notice was placed in her personnel records.
The Contracts Investigations Unit, now directed by Shelia Riley and formerly directed by Richard Slingerland, investigates allegations of fraud, waste, and misconduct perpetrated by Chicago Public School contractors. What follows are descriptions of substantiated cases and other reports issued by the OIG from July 1, 2000 to June 30, 2001.

◆ A vendor of educational services complained that a high-level Chicago Public School administrator and a consultant contracted by the administrator had an improper business relationship in violation of Chicago Board of Education policies and procedures. It was alleged that the administrator and consultant created a reading enhancement and speed-reading program based on the vendor’s program without permission and for their personal financial benefit. The vendor also alleged that the administrator refused to pay the vendor for services rendered at her request and prevented the vendor from acquiring new business with other CPS units in retaliation for his complaining about the alleged misappropriation of its intellectual property. The OIG substantiated the allegation that the administrator and the consultant had an inappropriate business relationship. The results of the investigation showed that the administrator helped create the reading program, advocated as much as $1 million of business for it, and was listed as a future shareholder on the newly created company’s business plan. The investigation further revealed that the administrator did not disclose to the school system her relationship with the consultant’s newly created company, thus violating a fiduciary duty owed to the Board. The administrator subsequently retired and one vendor initiated civil litigation in Cook County Circuit Court involving the matter.

◆ A major computer vendor for Chicago Public Schools sold approximately $46,000 worth of computers to the system that it later reported stolen. The firm collected $45,916 from the insurance company, which represented the claim amount minus a $1,000 deductible. The insurance company later sued the vendor, but dismissed the complaint after the firm repaid the insurance money. As a result of the Office of Inspector General investigation, the computer company was required to pay a substantial fine and donate computer equipment to CPS.

◆ The Office of the Inspector General was asked to examine the relationship between a private benefactor, three Chicago Public School high schools and an alternative school that was not formally approved by the Board of Education. The investigation revealed that, for more than a decade, the private benefactor donated nearly $2 million to two of the high schools so that hundreds of students could attend the unapproved alternative school. The investigation further revealed that those students who successfully completed the alternative program were awarded CPS diplomas. The investigation examined the propriety of the donations made to the schools by the benefactor, the propriety of stipends issued to CPS employees to administer the program, and other educational and administrative issues. All facts uncovered were forwarded to the Chicago Board of Education and the Law Department in a 44-page report.

◆ A tuckpointing subcontractor performing work at an elementary school failed to pay its employees the prevailing wage and submitted falsified certified payroll reports. The OIG recommended to the Law Department that the company be debarred.
A masonry subcontractor failed to pay its employees the prevailing wages for work performed at one school. Twelve employees of this contractor provided statements, but the owner of the company refused to cooperate with the investigators. The subcontractor also failed to make the required union benefit contributions, while it provided certified documents to the CPS that it had paid its employees the full prevailing wage. This case was referred to the Law Department for its review.

The OIG reported to the Department of Law on the facts involving the potential misconduct of a department head who persuaded a contractor to hire her 15-year-old son to provide a service to her department. The OIG also investigated an allegation that the department head padded quotes from vendors to end-user departments to increase the department head’s operating budget. The department head had left board employment prior to the investigation.

An electrical company performed electrical work in at least 11 schools without building permits and in at least six schools without an electrical contractor’s certificate of registration. This posed a threat to the health and safety of students and employees. The firm also failed to pay prevailing wages to its employees.

A window shade company submitted a fabricated bid, purportedly from a minority vendor when, in fact, the minority vendor was unaware that its name was being used. In addition, the shade company split a contract originally more than $10,000 to avoid the process of submitting a board report to the Chicago Board of Education. Furthermore, the company violated the Revised Remedial Plan for Minority and Women Business Enterprise Economic Participation. As a result, the Chicago Board of Education moved to debar the company.

A sole proprietor of a computer company failed to deliver $7,140 of equipment that an elementary school principal had approved and improperly represented as being delivered when, in fact, she knew that no delivery was made.

A company failed to respond to complaints about inferior materials and workmanship when it installed fencing around the weightlifting area in the boys’ locker room at a high school. After the Office of the Inspector General intervened, the contractor replaced the defective fencing and corrected the problems.

A high school hired a company to paint parts of the school, but in less than a year, paint began to peel on a widescale basis. After the Office of the Inspector General intervened, the company agreed to repaint the school.

A window shade company failed to pay employees at least $10,571 in required prevailing wages. Additionally, it falsified its certified payrolls.

A landscaping company underpaid eight workers approximately $23,450, in violation of the Illinois Prevailing Wage Act, when it performed a subcontract on a Chicago Public Schools project.

A construction company violated the Illinois Prevailing Wage Act and failed to prepare or provide certified payroll forms in performance of its subcontract on a CPS project.

A landscaping company underpaid seven workers approximately $16,806 for work performed at a CPS elementary school. The landscaping company admitted that it failed to pay the Illinois Prevailing Wage Act and fringe benefits.
The Mediation Unit, headed by OIG mediator John Mora, is part of the Contract Investigations Unit, directed by Shelia Riley. It mediates disputes between schools and contractors. The following summary describes mediation cases resolved and filed between July 1, 2000 and June 30, 2001.

**Painting**

- A company painted a gymnasium but the paint began to peel. The company refused to address the problems until the Mediation Group intervened.

- A maintenance company was awarded a contract to paint the main hallway at an elementary school but the paint later began to peel. The painter refused to repaint the hallway until the Mediation Group intervened.

- A painting and decorating company was awarded a contract to paint an elementary school, but the paint began to peel in the school basement and on several classroom ceilings six months after the work was completed. Both the company and the project manager failed to respond to the school operating engineer’s complaints until the Mediation Group intervened.

- A painting contractor failed to properly prepare the pool area of a high school before painting it. As a result, the paint peeled whenever anyone walked on it. The Mediation Group intervened and the contractor re-painted the area.

- A company painted a school but several areas began to peel after the work was completed. The company repeatedly promised to repaint the affected areas but failed to do so until the Mediation Group intervened.

- A contractor painted a school without painting the principal’s office, as required. As a result of intervention by the Mediation Group, the company returned and painted the principal’s office to the school’s satisfaction.

- A painting contractor failed to comply with contract specifications for work at an elementary school. Many areas were not painted and vents, wall fixtures, and electrical outlets were not removed, but painted around. The contractor also applied a single coat of paint when two coats were required by the agreement. The Mediation Group intervened and the contractor corrected its work.
In the course of performing environmental work and painting, the contractor’s quality of work came into question. The elementary school engineer advised the contractor of his concerns but the contractor was non-responsive. The Mediation Group sought and received correction to the purported deficiencies, resulting in the contractor repainting the affected areas.

**Heating, Air Conditioning and Ventilation**

A boiler contractor improperly included its travel and equipment costs in an invoice for repair services it performed at an elementary school. The school refused to pay the excess charges but the vendor refused to remove the additional costs from the invoice until after the Mediation Group intervened, saving the school $120.

Boilers were once again the center of controversy in an elementary school. The vendor, which was found to be failing in other areas of contract compliance, was cited for failure to complete the installation of two boilers in accordance with the agreed upon contract terms. The Mediation Group was asked to intervene by the school engineer after his calls to the contractor fell on deaf ears. The Group’s intervention brought about the successful completion of all work and repairs at no additional cost to CPS.

When repeated calls from the engineer and principal to a mechanical company requesting necessary repairs to a ventilator system failed to garner any response, the school turned to the Mediation Group. Unit ventilators newly installed in an elementary school had continuously malfunctioned and leaked water onto the walls and carpets in several rooms. The Mediation Group’s intervention brought about the repairs, and the eventual satisfaction of the principal, at no additional cost to CPS.

A contractor installed a faulty heating and cooling system at an elementary school. The system continuously malfunctioned, even after several repairs. The Mediation Group intervened and the contractor replaced the sensors in the unit compressor, thus resolving the mechanical system failures.

A subcontractor installed a boiler, but failed to insulate the boiler and the pipes in the boiler room. Despite a year of complaints, the problems were not corrected until the Mediation Group intervened.

A joint venture was awarded a contract to install two new boilers at an elementary school. During the process, the company’s employees removed a window and a section of the boiler room wall to create an opening for the boiler to be installed. They also made holes in the ceiling of the boiler room as they searched for support beams to anchor the hooks that supported the piping. The employees, however, did not replace the window or repair the wall or ceiling. Instead, they nailed a piece of sheet metal over the hole in the wall where the window had been removed. The company refused to repair the deficiencies until the Mediation Group intervened.

A mechanical company installed a heater in a multi-purpose lunchroom/gymnasium but failed to install a wire guard, thus posing a safety hazard. The wire guard was installed only after the Mediation Group intervened.
Water began to leak onto the third floor corridor of a school shortly after a new heating and cooling system had been installed. The vendor was contacted and promised to make the appropriate repairs. Five months later, the repair had not been made. Once the Mediation Group was contacted, all necessary work was completed.

A recalcitrant contractor was found negligent in exercising his part of the contract to install two boilers at a Gifted Center. The contractor failed to complete the project according to specifications, did not complete the work on schedule, and did not properly install the boilers. In fact, one of the boilers was inoperable. Once the Mediation Group got involved, the project manager and the contractor immediately corrected the installation problems and completed the work satisfactorily.

The Mediation Group was asked to contact the company responsible for the air conditioning units in mobile classrooms. A student complained of them malfunctioning, and the school’s engineer had difficulty motivating the company to respond. After the Mediation Group contacted the company, the air conditioning units were back up and running, and at no additional cost to CPS.

A vendor failed to respond to numerous calls regarding the installation of a faulty rooftop heating and cooling system. The fans in the unit screeched, indicating that it was improperly functioning. The Mediation Group placed calls to the vendor and the necessary repairs were completed.

A contractor failed to properly install the air conditioning system in a new modular for an elementary school. After the OIG intervened, the contractor undertook a complete evaluation of its work at the school to identify and resolve any problems.

A construction company was awarded a contract to install unit ventilators at an elementary school. It did not, however, complete the work in the school lunchroom. It left wiring exposed and it did not replace the covers on the electric wall receptacles, nor did it replace the brick it removed to install the ventilator units. Only after the Mediation Group intervened did it complete the work in accordance with the contract.

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A company was awarded a subcontract to install two exhaust stacks on the roof over a school boiler room. Because the work was not completed, water leaked onto the new electric boiler controls. The company would not resolve the problem until the Mediation Group intervened.
**Windows and Doors**

- A company installed windows at an elementary school; however, some windows could not be opened, others would not remain open, and yet others did not close properly because of poor installation. Only after the Mediation Group intervened were the windows repaired.

- New windows installed at an elementary school were deemed unsafe as some could not be opened, while others slammed shut at random. The Mediation Group’s call to the contractor prompted immediate action and repairs.

- A contractor installed windows on the ground floor of a school, but failed to install window guards because of incorrect measurements. The contractor refused to complete the work until the Mediation Group intervened.

- Three years after a glass company installed a glass door, the door fell out onto the sidewalk when someone attempted to exit the building. Only as a result of the Mediation Group’s efforts did the company managing repairs for the school agree that the glass doors posed a safety hazard and required immediate repairs. The glass company, meanwhile, was removed from the list of approved vendors because of overall poor performance.

- A drapery and window company installed window shades at an elementary school but many of the shades had defective rollers or the shades detached from the rollers when pulled. The company refused to replace the shades saying they were of the highest quality permitted by the terms of the contract. The Mediation Group intervened and some shades, rollers and brackets were replaced as a result.

- The Mediation Group received a complaint stating that even though the shades were installed at the elementary school, everything was wrong. They were the wrong color, didn’t fit the windows, and not correctly installed. A few calls to the vendor and the general contractor remediated the problem.

**Fences**

- A fencing company installed a wrought iron fence at an elementary school, but a few months later, the paint on the fence began to peel and the caps on the fence post loosened. The company refused to correct the problem until the Mediation Group intervened.

- A fence company was awarded a contract to remove and dispose of lead-based paint from the wrought iron fence surrounding an elementary school and repaint the fence with two coats. After the school complained to the company that it applied only one coat of paint, the company refused to repaint the fence, arguing that the coat was a thick one. The Mediation Group intervened and the contractor agreed to apply a second coat.
**Roofs**

- A newly installed roof at an elementary school leaked but the contractor refused to repair the problem until the Mediation Group intervened.

- A contractor installed a new roof at an elementary school which continually leaked after it had been installed, severely damaging several classroom ceilings. The contractor properly repaired the roof only after the Mediation Group intervened.

- A contractor made fair and reasonable attempts to repair a leaky roof, but was unsuccessful in stemming the damage. The 1998 roof installation persistently leaked, necessitating the contractor to return to the school three times. The resulting bill of $11,000 prompted the school’s engineer to seek the assistance of the OIG in having the roof replaced. CPS’ Department of Operations then agreed to evaluate the roof, determined it needed to be replaced, and it was.

- The OIG received a complaint regarding a new roof that had been installed in August of 1999. Even though it was still under warranty, the contractor refused to repair the roof, which would leak onto the gymnasium floor every time it rained. The contractor responded satisfactorily once the Mediation Group was asked to get involved.

**Carpeting, Tile and Floors**

- A contractor was hired to install floor tile in a school addition, but soon after it opened, several sections came loose. The company repaired the loose tile, but eventually, floor tile in sections throughout the entire addition became dislodged. The engineer notified the company of the problems, but it refused to make the necessary repairs until the Mediation Group intervened.

- The workmanship on the installation of a new tile floor in an elementary school was found to be inferior and not to contract specifications. This discovery was made while the job was in progress. The vendor refused to make repairs and follow the floor plans, and so was asked to leave. With the Mediation Group’s intervention, a replacement contractor was hired to fulfill the terms of the agreement.

- A floor company was hired to install carpeting in eight classrooms at a school after it repaired, buffed, sealed and applied polyurethane to the floors, but the floors buckled in several classrooms two months after the job was completed. The company refused to respond to the engineer’s complaints until the Mediation Group intervened.

- A contractor was given a general contract to build a new school addition, but six months after the construction was completed, the concrete floor around two of the floor drains in the school’s kitchen began to crumble. The general contractor refused to repair the problem until the Mediation Group intervened.
A contractor failed to properly level and install new floor tile and properly size the thresholds of several classrooms during renovation. Calls placed by the OIG Mediation Group resulted in immediate repairs.

The installation of tile in an elementary school resulted in the damage of several walls on the first floor and basement. When the contractor failed to make the repairs, the school engineer contacted the Mediation Group which, in turn, contacted the installer. Repairs were made forthwith.

**Wiring and Electrical**

A general contractor completed a Mainframe Distribution Facility Installation Project in a kindergarten classroom without enclosing it, thus creating a safety hazard. The Mediation Group intervened and the contractor agreed to resolve the problem as a result.

A company installed computer wiring at a school, but the wiring was inadequate to provide the computer memory necessary to meet the school’s needs and the installation was shoddy and incomplete. The company then refused to perform additional work. As a result of the Mediation Group’s efforts, the company returned to make the necessary repairs.

After receiving a complaint regarding a communication installation company, the Mediation Group found the company to be negligent. The wiring was improperly installed, plus the company missed the installation deadline. The company neglected to respond to calls from the school’s engineer, but returned the Mediation Group’s calls, eventually rectifying the matter. The deficiencies have been corrected and the wiring installation was completed.

When a contractor was found to have overcharged an elementary school for the installation and wiring of a trash compactor, the Mediation Group stepped in to help. The contractor realized it had double billed the school and took steps to reimburse CPS $2,400.
An electrical contractor failed to complete the installation of a telecommunications line as agreed upon at an elementary school. An inspection showed lines hanging from the ceiling, exposed wires, and missing molding. Only after the Mediation Group intervened did the contractor return to the school and properly complete the work.

A school hired a video surveillance company to install surveillance cameras inside and outside of the school, but the cameras did not operate properly and lacked protective covers and screens to prevent them from being damaged. The vendor did not correct the problems until the Mediation Group intervened.

As the result of intervention by the Mediation Group, a company repaired the intercom and clock system at an elementary school after its initial installation failed.

An environmental contractor damaged a high school’s underground sprinkler system but sought to postpone making the necessary repairs until the following spring. After the Mediation Group intervened, the contractor repaired the damage immediately.

A general contractor was required to partition off part of the teachers’ lounge as part of a Mainframe Distribution Facility Installation Project, but in fact it failed to create a wall upon which to secure the expensive equipment. It refused to complete the project until the Mediation Group intervened.

When repairs were needed on the fire alarm system at an elementary school, the engineer moved quickly to ensure the safety of the students. Unfortunately, the management company did not. The engineer requested assistance from the OIG, which was able to gain the immediate attention of the management group which, in turn, quickly made the appropriate repairs.

A complaint was lodged with the OIG against an electrical contractor hired to install television and video equipment and electrical components in a school. The contractor failed to meet contract specifications and failed to respond to the complaining engineer. The Mediation Group was successful in obtaining remedy for the deficiencies and a refund for an exterior light lens that had been missing.

A new public announcement system installed in an elementary school transmitted feedback in communications from the classrooms to the principal’s office. The principal turned to the OIG’s Mediation Group when repeated calls to the installer went unanswered. The intercom system has now been repaired.
A vendor demanded a $4,000 payment for installing an exhaust fan at an elementary school, although the contract originally was in the amount of $1,000. The vendor agreed to accept the original contract amount after being contacted by the Mediation Group, resulting in an invoice reduction of $3,000.

A vendor overcharged an elementary school for repairing lights in a hallway. The job, which should have taken a trained repairman one hour to complete, was billed out at five hours. The repairman was at the school for only three hours. After the Mediation Group intervened, the contractor reimbursed the school for all labor costs in excess of one hour, saving the school $400.

**Landscaping**

A landscaping contractor failed to mow all the areas required at a high school and refused to return to complete the work when requested to do so. After the Mediation Group intervened, the contractor returned and fulfilled its responsibilities.

A landscaping company failed to cut the grass three times per month and provide wood chips and fertilizer for school grounds, as required by its contract. Through mediation efforts, some of the engineer’s complaints were addressed.

**Custodial**

After the employee of a private custodial company absconded with an elementary school’s floor buffer, the company’s supervisor agreed to have it returned. Three months later, however, the employee still had failed to return the buffer. The Mediation Group intervened and contacted the company, which then resolved the problem.

A custodial company was not cleaning a high school to the satisfaction of its school engineer until the Mediation Group intervened.

A school engineer unsuccessfully complained that a custodian from a private company assigned to clean his school was not paid according to the collective bargaining unit. The issue was resolved as a result of intervention by the Mediation Group.

A janitorial company refused to respond to a school engineer’s complaint that his school was not properly cleaned until the Mediation Group intervened.

The Mediation Group was asked to intervene when a cleaning service failed to perform its contractual obligation and failed to respond to the assistant engineer’s complaints. Once the Mediation Group contacted the cleaning service, it agreed to comply with the terms of the agreement and improve service. The Board later cancelled its janitorial contract with this company.
A school engineer had requested the installation of exterior lights on the roof of a school to deter vandals. Requests were overlooked until the Mediation Group intervened. Exterior lights were installed immediately.

A communication failure between the Department of Real Estate and a school over rental payments was resolved as a result of mediation by the Office of the Inspector General.

A company demanded payment for snowplowing a school parking lot, without any evidence that the work was performed. After the Mediation Group intervened, the company stopped demanding payment and agreed to request that in the future someone at the school sign off on work orders as proof of services rendered.

A milk delivery truck created a safety hazard by driving on a school sidewalk while children were present instead of making deliveries at the school’s designated delivery door at the rear of the building. The complaints to the driver and the milk company went unheeded – and the driver claimed he was untouchable because of political connections – until the Mediation Group intervened.

A contractor, which failed to fully execute its contract to install security monitors on the classroom walls of an elementary school, was repeatedly called by the school’s engineer. After four months of non-responsiveness, the engineer turned to the Mediation Group who found the contractor was unable to complete the work order. An alternate video company was found and hired to complete the installation and did so for $1,570 less than the original quote.

A gym-clothing vendor sought the assistance of the Mediation Group when its invoice was not paid for some time after the delivery of goods. OIG contacted the school and received assurances from the principal and assistant principal the payment was to be forthcoming. The vendor received its money shortly thereafter.

A trash compactor was installed in the wrong location, blocking a fire lane next to a school building. The school’s engineer notified the contractor, which failed to respond. With the intervention of the Mediation Group, the trash compactor was installed in its proper location, all subsequent problems were resolved, and at no cost to the school system.

A repair service contract was at the center of controversy when copiers, purchased from the same company, repeatedly malfunctioned. The repair department refused to service the copiers unless the school’s principal issued a new purchase order under a separate vendor number. The principal refused the request and the copier company refused to make the repairs. The Mediation Group enlisted the expertise of CPS’ Department of Procurement and Contracts and jointly resolved the issue to the satisfaction of both the school and the copier company.

After a contractor failed to complete bathroom upgrades at an elementary school resulting in four restrooms that could not be used, the Mediation Group intervened. The contractor claimed sub-contractor difficulties but was eventually persuaded to fulfill its contractual responsibilities.
The Forensic Auditing Unit, directed by Richard Slingerland, was created in the Office of the Inspector General in Spring of 2001. Small in size, it was designed as a “special forces” division to focus on long-term highly complex investigations and reviews that require extensive auditing or analysis of financial documentation and data. By the Fall of 2001, the newly created division had completed a major management study and had multiple investigations of extensive contractor fraud underway.

Reviews and Investigations

- The Forensic Auditing Unit documented that two milk vendors delivered and billed the Chicago Public Schools for a higher-priced product by taking advantage of a bid anomaly, without permission from the Bureau of Food Services. As a result of the OIG analysis, the Department of Operations prevented future unauthorized deliveries of the higher-priced products, which cost the CPS an additional $587,235 in the 1999 and 2000 school years. A third vendor also delivered this same product, costing the CPS $4,225 in the 2000 school year. The bid anomaly and deliveries were discovered as part of a larger, ongoing investigation that includes civil litigation to enforce an Office of the Inspector General subpoena in the matter.

- A custodial firm failed to pay approximately $35,000 in city head taxes. As a result of the OIG disclosure, the Department of Operations required the company to make the payments.

- A construction engineer contracted by the Office of the Inspector General detected serious conditions that posed health risks to students, faculty and staff at an elementary school. The engineer found and contracted testing that determined there was exposed friable asbestos, lead-based paint and lead dust in the school, including in the lunchroom and ventilation ducts, even though another contractor reported the lead problem as already mitigated. The Department of Operations shut down the school for the Summer of 2001 to correct the problems and repaint the school.

- The Office of the Inspector General completed a two-phased review of the CPS Environmental Management Program, which oversees the contractors who perform lead and asbestos abatement and mitigation. The study, performed by Navigant Consulting, Inc., lead to many improvements both during the review and after the report was completed. For example, initially there were no signed contracts with the environmental contractors. Subsequent to OIG disclosure, contracts were executed with all environmental contractors, and became a requirement for all future capital program projects. This initiative could lead to untold cost savings by giving the Chicago Public Schools the legal authority to hold vendors accountable for the work they do.
The key recommendations of the two-phased study included:

- Develop and implement a program-wide management reporting system to achieve timely, accurate and useful financial information, reporting and controls;
- Review and address noncompliance with regulations of the Asbestos Hazardous Emergency Response Act (AHERA) throughout CPS and implement a uniform record-keeping protocol for AHERA documents;
- Design and manage a document repository for records related to environmental projects at the schools to ease oversight and review; and,
- Reorganize and streamline the program's organizational structure to ensure efficient program operations.

More specifically, the study found:

- Systems were not in place to account for all environmental program costs. Management costs were included in but not identified separately from the actual costs of addressing environmental abatement and mitigation. Environmental project costs were tracked on a budgeted but not actual basis. In January 2000, the program management developed a database that tracked all contracted work in the Capital Improvement Program. While this marked a significant improvement, environmental project costs were still tracked on a budgeted basis only and management costs were still not separated from total project costs. As a result, the program still lacked sufficient tools to account for actual program expenditures.

- Through various methods, the project team estimated overall management costs at approximately 28% of the total program costs and recommended streamlining the program.

- The review of six sample schools disclosed that the CPS was out of compliance with the Asbestos Hazardous Emergency Response Act requirements for document retention.

- During the second phase of the review, it was observed that efforts were undertaken by program management to develop a database for recording information gathered during the required asbestos three-year re-inspections. The database was being designed to allow CPS to electronically update and transmit inspection results and provide the Managing Environmental Consultants (MEC’s) with a template that will allow them to efficiently update future asbestos three-year re-inspection reports.

- CPS overcame storage limitations of AHERA records by coordinating with the United States Environmental Protection Agency to store required documents at an off-site location.

- Since the first phase of the review, CPS established a pre-qualified pool of abatement contractors that have signed contracts with the Board. This is a significant achievement and will benefit CPS by ensuring abatement work is evenly distributed among contractors, facilitating participation of minority- and women-owned businesses and reducing program costs by eliminating the need for contract administration.
INTRODUCTION

The Chicago Board of Education and the management of Chicago Public Schools are dedicated to a system that operates with integrity and accountability.

The following document was developed to help Chicago Public School staff, local school council members, contractors, and other members of the school community determine what unit or individual is responsible for investigating different types of complaints.
Office of the Inspector General

Maribeth Vander Weele, Inspector General
310 South Michigan Avenue, Suite 1300
Chicago, Illinois  60604
(773) 534-8711
Facsimile:  (773) 534-8712
Hotline:  (773) 48 – FRAUD
483-7283
E-mail address: investigations@cps.k12.il.us
Web Site: www.cps.edu/aboutcps/departments/inspector general

- Construction fraud
- Vendor fraud
- Payroll fraud
- Purchasing fraud
- Educational fraud and abuse
- Falsification of certificates or teaching credentials
- Criminal backgrounds of existing Board employees or vendors
- Theft of equipment or money
- Forgery
- Embezzlement of monies obtained through rental of school or Board property
- Drug-dealing by employees
- Violations of federal and state law
- Tuition fraud
- Residency violations
- Violations of the Board Rules and policies
- Violations of the School Code of Illinois
Office of Schools and Regions
William McGowan
Chief Management Support Officer
125 South Clark Street, 10th Floor
Chicago, Illinois 60603
(773) 553-2150

- Allegations of abuse of students by Board employees, consultants, vendors, volunteers, or persons employed by firms or individuals working under the Board contract (includes physical, sexual, verbal abuse, or other inappropriate conduct involving a student).
- Achievement test cheating
- Day-to-day school management issues
- Failure to report allegations of suspected child abuse
- Failure to report incidents of student misconduct

Office of School and Community Relations
James Deanes, Officer
125 South Clark Street, 5th Floor
Chicago, Illinois 60603
(773) 553-1400

- Matters relating to Local School Councils (LSCs)
- Requests by LSCs to revoke a Principal’s Contract
- Violations of the Open Meetings Act
- Violations of the principal selection process
- Code of Ethics policy violations by LSC members
- Allegations of misconduct on the part of LSC members
- Allegations of misappropriation of discretionary funds, specifically funds spent contrary to a LSC vote
- Failure to implement School Improvement Plan allegations

Region Education Officers

Region 1 Linda Pierzhalski
Region Education Officer
6323 North Avondale, Suite 228
Chicago, Illinois 60631
(773) 534-1100

Region 2 Domingo Trujillo
Region Education Officer
2021 North Burling
Chicago, Illinois 60614
(773) 534-8230

Region 3 Marietta Skyles Beverly
Region Education Officer
231 North Pine
Chicago, Illinois 60644
(773) 534-6284

Region 4 Jose Rodriguez
Region Education Officer
10 West 35th Street, 10th Floor
Chicago, Illinois 60616
(773) 534-9082

Region 5 Garland Cleggett
Region Education Officer
6130 South Wolcott
Chicago, Illinois 60636
(773) 535-9570

Region 6 Lee L. Brown
Region Education Officer
10541 South Aberdeen
Chicago, Illinois 60643
(773) 535-2600

Region 7 Vacant
Corrections Education Officer
5125 South Princeton Avenue
Chicago, Illinois 60609
(773) 535-1960

- Mismanagement and parent mediation issues involving principals
- Appeals of student suspensions
- Appeals of employee discipline on local school level
- Allegations of mismanagement involving principals, Local School Council members and inquiries referred from various departments
Office of Ethics
Harriet Neely, Ethics Manager
125 South Clark Street, 10th Floor
Chicago, Illinois 60603
(773) 553-2260

- Nepotism
- Conflict of interest
- Enforcement of Ethics Code
- Vendor Disclosure Review

Title IX Officer
D. Corinne Leak, Title IX Officer
125 South Clark Street, 2nd Floor
Chicago, Illinois 60603
(773) 553-2688

- Sexual harassment by and against employees, vendors, contractors, consultants and volunteers
- Sexual harassment training for administrators, teachers, and education support personnel

Bureau of Labor Relations
Cheryl Nevins, Acting Director
125 South Clark Street, 13th Floor
Chicago, Illinois 60603
(773) 553-1200

- Grievable issues pursuant to Collective Bargaining Agreements
- Discipline and termination hearings
- Discipline appeals
- Project labor agreements
- Inquiries from unions
- Extended pay hardship requests

Department of Teacher Accountability
Dr. Sandra Givens, Director
125 South Clark Street, 11th Floor
Chicago, Illinois 60603
(773) 553-2430

- Monitoring of E-1, E-2, and E-3 process for poorly performing teachers
- Professional development on the teacher evaluation process for principals and assistant principals
- Teacher evaluation process

Office of Specialized Services
Sue Gamm, Chief Specialized Services Officer
125 South Clark Street, 8th Floor
Chicago, Illinois 60603
(773) 553-1800

- Compliance with Federal and State special education rules
- Student-on-student sexual misconduct

Bureau of Safety and Security
Andres Durbak, Director
244 East Pershing Road
Chicago, Illinois 60653
(773) 553-6900

- Student-on-student assault and battery
- Student-on-employee assault and battery
- Property damage
- Criminal background checks of job applicants
- Burglary, threats, bomb threats, arson and theft

Americans with Disabilities Act
Michael Rowder, ADA Administrator
125 South Clark Street, 2nd Floor
Chicago, Illinois 60603
(773) 553-2698 (Voice)
(773) 553-2699 (TTY)

- Employee requests for reasonable accommodation
- Employee discrimination based on disability
- Title II discrimination based on disability in access to programs, activities, and services

Bureau of Employee Health Services
Wendy Haas, Director
125 South Clark Street, 2nd Floor
Chicago, Illinois 60603
(773) 553-1180

- Employee entrance physical examinations
- Medical and family leaves and reinstatements
- Reasonable suspicion testing
- Fitness for duty examinations
- Employee assault cases