

**APPROVE SABBATICAL LEAVE AGREEMENT FOR  
APPOINTED TEACHER, JANET PENA-DAVIS, ROBERTO CLEMENTE COMM ACAD HS**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:**

Approve sabbatical leave of absence for Janet Pena-Davis, appointed teacher, for the period of September 01, 2008 to June 15, 2009 and entry into a Sabbatical Leave agreement with Janet Pena-Davis in accordance with the Board of Education's Sabbatical Leave Policy (Board Report # 05-0824-PO7) and as more fully set forth below.

**DESCRIPTION:**

Janet Pena-Davis meets all of the eligibility requirements for a sabbatical leave and her sabbatical leave shall be subject to the following terms, which are consistent with the Board of Education's Sabbatical Leave Policy.

**Eligibility.** Janet Pena-Davis is eligible for a Sabbatical Leave because she 1) is an appointed teacher 2) has completed six (6) or more years of continuous satisfactory service as a teacher 3) she has not been granted a sabbatical leave under this Policy or its predecessor in the previous six (6) years and 4) her position is budgeted for period of the sabbatical leave and she is not otherwise subject to layoff or reassignment under the Reassigned Teachers Policy or other applicable Board policies.

**Sabbatical Leave Plan Approval.** The Chief Education Officer and the School Principal have approved Janet Pena-Davis's Sabbatical Leave plan to become a full-time student at Columbia College Chicago for a Master of Fine Arts in Creative Writing-Fiction. No change in the plan shall be made except in accordance with the Sabbatical Leave Policy.

**Agreement for continued service at the conclusion of leave.** As a condition of the leave, Janet Pena-Davis shall agree in writing that if she fails to return to service at the expiration of the sabbatical leave for a period of at least two (2) years after the expiration of the leave, she shall refund all sums of money paid to her by the Board of Education during her sabbatical leave.

**Pay During Sabbatical Leave.** Janet Pena-Davis shall be paid her basic salary, less a deduction of the cost to the Board for providing substitute service during the sabbatical leave. If Janet Pena-Davis engages in any activity for which she will receive salary or compensation from another employer during the sabbatical leave, the equivalent of that salary or compensation shall also be deducted from her basic salary. If any salary earned during the sabbatical leave activity is greater than or equal to Janet Pena-Davis's salary minus substitute pay, Janet Pena-Davis shall receive no pay during the leave. Janet Pena-Davis is obligated to report to the Department of Human Resources any compensation she receives from another employer during the period of the sabbatical leave.

**Proof of Compliance with the Terms of the Sabbatical Leave.** Janet Pena-Davis shall submit proof of compliance with the Sabbatical Leave plan in accordance with the requirements of the Sabbatical Leave Policy.

**Form of Agreement.** Upon approval of this Board Report by the Board of Education, Janet Pena-Davis's application for Sabbatical Leave dated May 1, 2008 and approved by the Chief Education Officer, the Sabbatical Leave Policy and this Board Report shall constitute the agreement between the Board of Education and Janet Pena-Davis. The Board enters into that agreement based upon the foregoing representations. If any of those representations are inaccurate, the Board may declare a breach of the agreement and seek repayment of any sums paid under the agreement or pursue other remedies provided in the Sabbatical Leave Policy. Upon approval of this Board Report, the Department of Human Resources shall transmit a copy of the approved Board Report and the Sabbatical Leave Policy to Janet Pena-Davis.

**Revocation of the Sabbatical Leave.** The sabbatical leave may be revoked in accordance with the Sabbatical Leave Policy.

**LSC REVIEW:**

Janet Pena-Davis is not an assistant principal or a contract principal; therefore LSC review or approval is not required.

**AFFIRMATIVE ACTION STATUS:**

Not applicable

**FINANCIAL:**

Janet Pena-Davis shall be paid her basic salary, less a deduction of the cost to the Board for providing substitute service during the sabbatical. If Janet Pena-Davis engages in any activity for which she will receive salary or compensation from another employer during the sabbatical leave, the equivalent of that salary or compensation shall also be deducted from her basic salary. If any salary earned during the sabbatical leave activity is greater than or equal to Janet Pena-Davis's salary minus substitute pay, Janet Pena-Davis shall receive no pay during the leave. Janet Pena-Davis is obligated to report to the Department of Human Resources any compensation she receives from another employer during the period of the sabbatical leave.

**BUDGET CLASSIFICATION:**

1230-210-000-7608-5110 100

The agreement authorized by the Board Report is not legally binding on the Board if entered into in violation of the provisions of 105 1LCS5/34-21.3 which restricts the employment of, or the letting of contracts to former Board Members during the one year period following expiration or other termination of their terms of office.

This agreement authorized by this Board Report is subject to 105 1LCS 5/34-13.1, which authorizes the Inspector General of the Board of Education of the City of Chicago to conduct certain investigations and provides that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

**Approved for Consideration:**



**Barbara Eason-Watkins  
Chief Education Officer**

**Within Appropriation:**



**Pedro Martinez  
Chief Financial Officer**

**Respectfully submitted:**



**Arne Duncan  
Chief Executive Officer**

**Approved as to Legal Form:**



**Patrick Rocks  
General Counsel**

