

# Official Report of the Proceedings of the BOARD OF EDUCATION of the City of Chicago

Regular Meeting-Wednesday, May 28, 2014 10:30 A.M. (125 South Clark Street)

Published by the Authority of the Chicago Board of Education

David J. Vitale President Estela G. Beltran Secretary

ATTEST:

Secretary of the Board of Education

of the City of Chicago

President Vitale took the Chair and the meeting being called to order there were then:

PRESENT: Dr. Hines, Mr. Ruiz, Ms. Zopp, Dr. Azcoitia, Ms. Quazzo and President Vitale - 6

ABSENT: Dr. Bienen – 1

ALSO PRESENT: Dr. Barbara Byrd-Bennett, Chief Executive Officer, Mr. James Bebley, General Counsel, Ashley Gordon, Honorary Student Board Member, and Gamaliel Duran, Shadow Student

**ABSENT: None** 

President Vitale thereupon opened the floor to the Honoring Excellence segment of the Board Meeting.

President Vitale thereupon opened the floor to the CEO Report segment of the Board Meeting. Dr. Barbara Byrd-Bennett, Chief Executive Officer, provided remarks on the Males of Color Initiative [14-0528-RS2]. Ms. Tracy Martin, Chief Strategic School Supports Officer, provided a presentation on the update of Office of Strategic School Support Services (OS4). Dr. Byrd-Bennett proceeded with remarks on Alternative Options Schools and compliance of charter and contract schools with the School Quality Rating Policy.

President Vitale thereupon opened the floor to the Public Participation segment of the Board Meeting.

President Vitale thereupon opened the floor to the Discussion of Public Participation.

President Vitale thereupon opened the floor to the Discussion of Public Agenda Items.

President Vitale proceeded to entertain a Motion to go into Closed Session.

**Board Member Dr. Hines presented the following Motion:** 

### 14-0528-MO1

### MOTION TO HOLD A CLOSED SESSION

**MOTOPM ADOPTED** that the Board hold a closed session to consider the following subjects:

- (1) information, regarding appointment, employment, compensation discipline, performance, or dismissal of employees pursuant to Section 2(c)(1) of the Open Meetings Act;
- (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees pursuant to Section 2(c)(2) of the Open Meetings Act;
- (3) the purchase or lease of real property for the use of the Board pursuant to Section 2(c)(5) of the Open Meetings Act;
- (4) the setting of a price for the sale or lease of real property owned by the Board pursuant to Section 2(c)(6) of the Open Meetings Act;

- (5) security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property pursuant to Section 2(c)(8) of the Open Meetings Act;
- (6) matters relating to individual students pursuant to Section 2(c)(10) of the Open Meetings Act;
- (7) pending litigation and litigation which is probable or imminent involving the Board pursuant to Section 2(c)(11) of the Open Meetings Act; and
- (8) discussion of closed session minutes pursuant to Section 2(c)(21) of the Open Meetings Act, including audio tapes created pursuant to Section 2.06 of the Open Meetings Act.

Vice President Ruiz moved to adopt Motion 14-0528-MO1.

The Secretary called the roll and the vote was as follows:

Yeas: Dr. Hines, Mr. Ruiz, Ms. Zopp, Dr. Azcoitia, Ms. Quazzo and President Vitale - 6

Nays: None

President Vitale thereupon declared Motion 14-0528-MO1 adopted.

### CLOSED SESSION RECORD OF CLOSED SESSION

The following is a record of the Board's Closed Session:

- (1) The Closed Meeting was held on May 28, 2014, beginning at 1:21 p.m. at the Central Service Center, 125 South Clark Street, and President's Conference Room 6<sup>th</sup> Floor, and Chicago Illinois 60603.
- (2) PRESENT: Dr. Hines, Mr. Ruiz, Ms. Zopp, Dr. Azcoitia, Ms. Quazzo and President Vitale 6
- (3) ABSENT: Dr. Bienen 1
  - A. Other Reports
  - B. Warning Resolutions
  - C. Terminations
  - D. Personnel
  - E. Collective Bargaining
  - F. Real Estate
  - G. Security
  - H. Closed Session Minutes
  - I. Individual Student Matters

No votes were taken in Closed Session.

After Closed Session the Board reconvened.

Members present after Closed Session: Dr. Hines, Mr. Ruiz, Ms. Zopp, Dr. Azcoitia, Ms. Quazzo and President Vitale – 6

Members absent after Closed Session: Dr. Bienen - 1

President Vitale thereupon proceeded with Agenda Items.

### AUTHORIZE RETENTION OF THE LAW FIRM SCHIFF HARDIN LLP

### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Retention of the law firm Schiff Hardin LLP.

**DESCRIPTION:** The General Counsel would like to retain the law firm Schiff Hardin LLP to represent the Board, Board officials and employees relating to various litigation matters including <u>Erika Sandstrom, et al., v. Chicago Board of Education, et al.</u>, Case No. 12 CV 622. Authorization is requested in the amount of \$50,000 for the firm's services. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: None.

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Vice President Ruiz abstained on Board Report 14-0528-AR2.

The Secretary called the roll and the vote was as follows:

Yeas: Dr. Hines, Ms. Zopp, Dr. Azcoitia, Ms. Quazzo and President Vitale – 5

Nays: None

President Vitale thereupon declared Board Report 14-0528-AR2, with the noted abstention adopted.

### 14-0528-AR3

### WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR ROSEMARY BOYD-HOUSE - CASE NO. 07 WC 18687

### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim for Rosemary Boyd-House, Case No. 07 WC 18687 and subject to the approval of the Illinois Workers' Compensation Commission, in the amount of \$263,998.02.

**DESCRIPTION:** In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-

57605-119004-000000 FY 2014......\$263,998.02

PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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

Indebtedness - The Board's Indebtedness Policy adopted June 26,1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

### 14-0528-AR4

### WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR FRANCISCA FALCON - CASE NO. 08 WC 42587

### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Francisca Falcon, Case No. 08 WC 42587 and subject to the subject to the approval of the Illinois Workers' Compensation Commission, in the amount of \$163,346.00.

DESCRIPTION: In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

**AFFIRMATIVE ACTION STATUS:** 

Not applicable.

FINANCIAL:

Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-

57605-119004-000000 FY 2014......\$163,346.00

### PERSONNEL IMPLICATIONS: None

### **GENERAL CONDITIONS:**

Inspector General -- Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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

Indebtedness - The Board's Indebtedness Policy adopted June 26,1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time. shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

### 14-0528-AR5

### WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR PAMELA JAMES - CASE NOS. 09 WC 50128 and 10 WC 00450

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim for Pamela James, Case Nos. 09 WC 50128 and 10 WC 00450 and subject to the approval of the Illinois Workers' Compensation Commission, in the amount of \$107,019.92.

**DESCRIPTION:** In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-

57605-119004-000000 FY 2014.....\$107,019.92

PERSONNEL IMPLICATIONS: None

### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness – The Board's Indebtedness Policy adopted June 26,1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

### 14-0528-AR6

### WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR JANICE SHAW - CASE NO. 11 WG 41940

### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim for Janice Shaw, Case No. 11 WC 41940 and subject to the approval of the Illinois Workers' Compensation Commission, in the amount of \$142,046.11.

**DESCRIPTION:** In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-

57605-119004-000000 FY 2014......\$142,046.11

PERSONNEL IMPLICATIONS: None

### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26,1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

The Secretary called the roll and the vote was as follows:

Yeas: Dr. Hines, Mr. Ruiz, Ms. Zopp, Dr. Azcoitia, Ms. Quazzo and President Vitale – 6

Nays: None

President Vitale thereupon declared Board Report 14-0528-AR3 through 14-0528-AR6 adopted.

14-0528-EX19

### TRANSFER AND APPOINT **CHIEF FINANCIAL OFFICER** (Ginger Ostro)

### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Transfer and appoint Ginger Ostro to the position of Chief Financial Officer, effective June 2nd, 2014, at the salary set forth below:

#### **DESCRIPTION:**

NAME	FROM	<u>10</u>
Ginger Ostro	External Title: Director of Budget Functional Title: Budget Officer Position No: 245709 Basic Salary: \$167,000.00 Pay Band: A09	External Title: Chief Financial Officer Functional Title: Executive Officer Position No.: 245713 Basic Salary: \$180,000.00 Pay Band: A10 Budget Classification: 12310.115.52100.252503.000000

LSC REVIEW:

Local School Council review is not applicable to this report.

**AFFIRMATIVE** 

**ACTION STATUS:** Not applicable.

FINANCIAL:

The expenditure involved in this report is not in excess of the regular budget appropriation.

**PERSONNEL** 

IMPLICATIONS: The position to be affected by approval of this action is contained in the FY14 department

budget.

### 14-0528-EX20

### APPROVE APPOINTMENT OF CHIEF OF ENGLISH LEARNER PROGRAMS (Karen Garibay-Mulattieri)

### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Approve the appointment of Karen Garibay-Mulattieri to the position of Chief of English Learner Programs, effective May 28, 2014, at the salary set forth below:

#### DESCRIPTION:

NAME

FROM

<u>TO</u>

Kareri Garibay-Mulattieri

New Employee

External Title: Chief of English Learner Programs

Functional Title: Officer Position No.: 501800 Basic Salary: \$152,000.00

Pay Band: A09

Budget Classification: 11510.115.51100.221017.000000

LSC REVIEW:

Local School Council review is not applicable to this report.

**AFFIRMATIVE** 

**ACTION STATUS:** 

Not applicable.

FINANCIAL:

The expenditure involved in this report is not in excess of the regular budget appropriation.

PERSONNEL

IMPLICATIONS:

The position to be affected by approval of this action is contained in the FY14 department

President Vitale indicated that if there were no objections, Board Reports 14-0528-EX19 and 14-0528-EX20 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 14-0528-EX19 and 14-0528-EX20 adopted.

14-0528-EX21

### **WARNING RESOLUTION - JUSTIN MOORE,** PRINCIPAL, NINOS HEROES ELEMENTARY ACADEMIC CENTER

### TO THE CHICAGO BOARD OF EDUCATION

### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Justin Moore and that a copy of this Board Report and Warning

Resolution be served upon Justin Moore.

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution must be adopted and issued to Justin Moore, Principal, to inform him that he has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Justin Moore pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning

Resolution.

LSC REVIEW:

LSC review is not applicable to this report.

**AFFIRMATIVE** 

**ACTION REVIEW:** 

None.

FINANCIAL:

This action is of no cost to the Board.

**PERSONNEL** 

**IMPLICATIONS:** 

None.

### 14-0528-EX22

### WARNING RESOLUTION - EUGENIO ESCRIBA. TENURED TEACHER. ASSIGNED TO MCCUTCHEON ELEMENTARY SCHOOL

### TO THE CHICAGO BOARD OF EDUCATION

### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Eugenio Escriba and that a copy of this Board Report and Warning Resolution be served upon Eugenio Escriba.

#### **DESCRIPTION:**

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution be adopted and issued to Eugenio Escriba, Teacher, to inform him that he has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Eugenio Escriba, pursuant to the Statute, if said conduct is not corrected immediately and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

**LSC REVIEW:** 

LSC review is not applicable to this report.

AFFIRMATIVE

**ACTION REVIEW:** 

None.

FINANCIAL:

This action is of no cost to the Board.

**PERSONNEL** 

IMPLICATIONS:

None.

### 14-0528-EX23

### WARNING RESOLUTION - SUSAN HEMEREN, TENURED TEACHER, ASSIGNED TO THE REASSIGNED TEACHER POOL

### TO THE CHICAGO BOARD OF EDUCATION

### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Susan Hemeren and that a copy of this Board Report and Warning Resolution be served upon Susan Hemeren.

### DESCRIPTION:

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution be adopted and issued to Susan Hemeren, Teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Susan Hemeren, pursuant to the Statute, if said conduct is not corrected immediately and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

**AFFIRMATIVE** 

**ACTION REVIEW:** None. FINANCIAL:

This action is of no cost to the Board.

PERSONNEL

IMPLICATIONS:

None

#### 14-0528-EX24

### WARNING RESOLUTION – MICHAEL JOHNSON, TENURED TEACHER, ASSIGNED TO HIGH SCHOOL OF LEADERSHIP AT SOUTH SHORE

### TO THE CHICAGO BOARD OF EDUCATION

### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Michael Johnson and that a copy of this Board Report and Warning Resolution be served upon Michael Johnson.

### **DESCRIPTION:**

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution be adopted and issued to Michael Johnson, Teacher, to inform him that he has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Michael Johnson, pursuant to the Statute, if said conduct is not corrected immediately and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW:

LSC review is not applicable to this report.

**AFFIRMATIVE** 

ACTION REVIEW: None.

FINANCIAL:

This action is of no cost to the Board.

**PERSONNEL** 

IMPLICATIONS:

None.

### 14-0528-EX25

### ADOPT FINDING THAT PUPILS ARE NON-RESIDENTS OF THE CITY OF CHICAGO INDEBTED TO THE CHICAGO PUBLIC SCHOOLS FOR NON-RESIDENT TUITION

### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education: (i) find that the custodial parents of CPS pupils (I.D.# 44074265, I.D.# 45047938, I.D.# 50041969, I.D.# 50040581 and I.D.# 50053286) were non-residents of the City of Chicago for the 2012-2013 academic school year, (ii) hold the pupils' custodial parents accountable as indebted to the Board for non-resident tuition for the pupils' attendance in the Chicago Public Schools for the pupils' respective times of enrollment, which occurred between 2012 through 2013, in the total amount of \$50,198.10; (iii) reject any objections by the parents to the Board's findings; and (iv) bar the pupils from continued and/or future attendance in the Chicago Public Schools.

### **DESCRIPTION:**

Sections 10-20.12a and 10-20.12b (105 ILCS 5/10-20.12a and 10-20.12b) of the Illinois School Code and Board Rule 5-12 authorize and empower the Board to charge tuition, not exceeding 110% of the per capita cost of maintaining its schools during the preceding school year, to pupils enrolled in the Chicago Public Schools determined to be non-residents of the City of Chicago. Further, section 10-20.12b provides that a hearing be held, when requested by the person who enrolled the pupils, to determine whether or not a pupil who is believed to be a non-resident resides within the City of Chicago. If after notice of the initial determination of non-residency, the person who enrolled the pupil does not request a hearing or, if requested, the hearing results in a finding that the pupil does not reside in the district, the person who enrolled the pupil shall be charged tuition for the period of non-resident school attendance and the pupil shall be barred from attending school in the district.

LSC REVIEW:

LSC review is not applicable to this report.

**AFFIRMATIVE** 

ACTION REVIEW:

Affirmative action review is not applicable to this report.

FINANCIAL:

If the pupils are found to have been non-residents during any time the pupils attended the Chicago Public Schools, the person(s) who enrolled

the pupil shall be charged tuition for that time.

**PERSONNEL** 

IMPLICATIONS:

None.

President Vitale indicated that if there were no objections, Board Reports 14-0528-EX21 through 14-0528-EX25 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 14-0528-EX21 through 14-0528-EX25 adopted.

### 14-0528-RS6

### RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING THE DISMISSAL OF RENITA PATTERSON, TENURED TEACHER, ASSIGNED TO CHARLES N. HOLDEN ELEMENTARY SCHOOL

WHEREAS, pursuant to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85, a hearing was conducted before an impartial hearing officer, Vicki Peterson Cohen, appointed by the Illinois State Board of Education; and

WHEREAS, after the conclusion of the dismissal hearing that was afforded to Renita Patterson, the Hearing Officer made written findings of fact and conclusions of law, and recommended that Renita Patterson be discharged from her employment; and

WHEREAS, the Board of Education of the City of Chicago has reviewed the post-hearing briefs, hearing transcript and exhibits ("record"), along with the findings of fact, conclusions of law, exceptions submitted on behalf of Ms. Patterson, and the recommendation of Hearing Officer Cohen regarding the dismissal charges preferred against Renita Patterson; and

WHEREAS, the Board of Education of the City of Chicago finds that the facts and assessment of witness credibility as found by the Hearing Officer constitute cause and grounds for acceptance of the Hearing Officer's conclusions and for the discharge of Renita Patterson; and

NOW THEREFORE, be it resolved by the Board of Education of the City of Chicago, as follows:

**Section 1**: After considering (a) the Hearing Officer's findings of fact, conclusions of law and recommendation, (b) the record of the dismissal hearing and memorarida, and (c) any exceptions submitted by the parties, the Board of Education of the City of Chicago accepts the findings and conclusions of the Hearing Officer, and accepts her recommendation of discharge;

Section 2: Renita Patterson is hereby dismissed from her employment with the Board of Education of the City of Chicago.

Section 3: This Resolution shall take full force and effect upon its adoption.

THEREFORE, this Resolution is hereby adopted by the members of the Board of Education of the City of Chicago on May 28, 2014.

The Secretary presented the following Statement for the Public Record:

This Resolution accepts in part and rejects in part the hearing officer's recommendation.

### RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER'S RECOMMENDATION TO DISMISS EDUCATIONAL SUPPORT PERSONNEL

WHEREAS, on May 23, 2014 the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel pursuant to Board Policy 04-0728-PO1:

Name	School	Effective Date
Charles Chambers	City Wide Safety and Security	May 28, 2014
Sherman Tatum	John F Kennedy High School	May 28, 2014
Dennis Wiles	Durkin Park Elementary School	May 28, 2014

WHEREAS, the Chief Executive Officer followed the procedures established by her prior to making the recommendation;

WHEREAS, the Board has reviewed the reasons for the Chief Executive Officer's recommendation;

WHEREAS, the Chief Executive Officer or her designee has previously notified the affected educational support personnel of their pending dismissal;

NOW, THEREFORE, BE IT RESOLVED:

- 1. That pursuant to Board Policy 04-0728-PO1, the above-referenced educational support personnel are dismissed from Board employment effective on the date set opposite their names.
- 2. The Board hereby approves all actions taken by the Chief Executive Officer or her designee to effectuate the dismissal of the above-named educational support personnel.
- 3. The Chief Executive Officer or her designee shall notify the above-named educational support personnel of their dismissal.

### 14-0528-RS8

### RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER'S RECOMMENDATION TO DISMISS PROBATIONARY APPOINTED TEACHERS

WHEREAS, May 23, 2014, the Chief Executive Officer submitted written recommendations, including the reasons for the recommendations, to the Board to dismiss the following probationary appointed teachers pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84:

Name	School	Effective Date
Michael Payton	Scott Joplin Elementary School	May 28, 2014
Saman Shafii-Mousavi	Emil G Hirsch Metro High School	May 28, 2014

WHEREAS, the Chief Executive Officer followed the procedures established by her prior to making the recommendation:

WHEREAS, the Board has reviewed the reasons for the Chief Executive Officer's recommendation;

WHEREAS, the Chief Executive Officer or her designee has previously notified the affected probationary appointed teachers of their pending dismissal;

NOW, THEREFORE, BE IT RESOLVED:

- 1. That pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84, the above-referenced probationary appointed teachers are dismissed from Board employment effective on the date set opposite their names.
- 2. The Board hereby approves all actions taken by the Chief Executive Officer or her designee to effectuate the dismissal of the above-named probationary appointed teachers.
- 3. The Chief Executive Officer or her designee shall notify the above-named probationary appointed teachers of their dismissal.

### The Secretary presented the following Statement for the Public Record:

I would like to note for the record that on May 23, 2014, the Board Members and the Office of the Board received the CEO'S Recommendation to Dismiss Probationary Appointed Teachers Pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84. Her recommendation included the names of the Teachers affected and the reasons. She also noted that the Teachers affected will be notified of their dismissal after adoption of the resolution.

### RESOLUTION AUTHORIZING THE HONORABLE TERMINATION OF REGULARLY CERTIFIED AND APPOINTED TEACHERS

WHEREAS, the Chicago Board of Education ("Board") has the power under Sections 34-8.1, 34-16 and 34-84 of the Illinois School Code (105 ILCS 5/34-1, et. seq.) to lay off employees; and

WHEREAS, the Board has the power under Section 34-18(31) of the Illinois School Code to promulgate rules establishing procedures governing the layoff or reduction in force of employees; and

WHEREAS, the Board has the power under Section 34-19 of the Illinois School Code to delegate to the Chief Executive Officer ("CEO") the authorities granted to the Board provided that such delegation and appropriate oversight procedures are made pursuant to Board by-laws, rules, regulations, adopted pursuant to Section 34-19 of the Illinois School Code; and

WHEREAS, the Board, pursuant to the above articulated powers, promulgated its Policy Regarding Reassignment and Layoff of Regularly Appointed and Certified Teachers ("Reassignment Policy") on July 23, 1997 and amended from time to time thereafter, and which is incorporated into collective bargaining agreements; and

WHEREAS, the Board has delegated its power to layoff tenured teachers in accordance with the Reassignment Policy to the CEO under Board Rules 2-13, and 4-1 (a), and 4.6; and

WHEREAS, the Reassignment Policy provides that teachers honorably terminated under its provisions, who are rehired in a permanent teaching position within two school years after their honorable termination, shall have their tenure and prior seniority restored as of the date of rehire; and

WHEREAS, the employee(s) identified on Attachment A were removed from the attendance center to which they were assigned pursuant to Section 2 of the Reassignment Policy, and the Chief Executive Officer directed that each employee receive a notice of removal and each employee did receive said notice; and

WHEREAS, all of the identified employees failed to secure a permanent appointment within at least 10 school months after they received their notice of removal and the Chief Executive Officer directed that each of the identified employees receive at least 14 days' notice that they would be honorably terminated from service and each employee has received said notice.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CHICAGO BOARD OF EDUCATION as follows:

That the employee(s) listed on Attachment A are honorably terminated from service effective on the date of honorable termination indicated on Attachment A, pursuant to the Board's Reassignment Policy.

That those employee(s) listed on Attachment A, who were tenured at the time of their honorable termination, shall have their tenure and full seniority restored without further formal Board action, if they are rehired by the Board to a permanent teaching position within two (2) years of the date of their honorable termination.

That this Resolution shall be effective upon adoption, and shall replace all prior resolutions or other Board actions that are in conflict herewith.

### ATTACHMENT A

### REASSIGNED TEACHER(S) SCHEDULED FOR HONORABLE TERMINATION

First Name	Last Name	Termination Date
Santo	Barr	June 18, 2014
Delores	Branch	June 18, 2014
Herman	Dubose	June 18, 2014
Norasing	Kethdy	June 18, 2014
Manilyn	Shanks	June 18, 2014

President Vitale indicated that if there were no objections, Board Reports 14-0528-RS6 through 14-0528-RS9 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 14-0528-RS6 through 14-0528-RS9 adopted.

### Vice President Ruiz presented the following motion:

### 14-0528-MO2

### MOTION RE: ADOPT AND MAINTAIN AS CONFIDENTIAL CLOSED SESSION MINUTES FROM APRIL 23, 2014

MOTION ADOPTED that the Board adopt the minutes of the closed session meeting of April 23, 2014 pursuant to Section 2.06 of the Open Meetings Act. Board Members reviewed these minutes and determined that the need for confidentiality exists. Therefore, the minutes of the closed session meeting held on April 23, 2014 shall be maintained as confidential and not available for public inspection.

Board Member Ms. Zopp moved to adopt Motion 14-0528-MO2.

The Secretary called the roll and the vote was as follows:

Yeas: Dr. Hines, Mr. Ruiz, Ms. Zopp, Dr. Azcoitia, Ms. Quazzo and President Vitale - 6

Nays: None

President Vitale thereupon declared Motion 14-0528-MO2 adopted.

Board Member Ms. Zopp presented the following motion:

### 14-0528-MO3

### MOTION RE: APPROVAL OF RECORD OF PROCEEDINGS OF MEETINGS OPEN TO THE PUBLIC APRIL 23, 2014

MOTION ADOPTED that the record of proceedings of the Regular Board Meeting of April 23, 2014 prepared by the Board Secretary be approved and that such records of proceedings be posted on the Chicago Board of Education website in accordance with Section 2.06(b) of the Open Meetings Act.

Board Member Dr. Azcoitia moved to adopt Motion 14-0528-MO3.

The Secretary called the roll and the vote was as follows:

Yeas: Dr. Hines, Mr. Ruiz, Ms. Zopp, Dr. Azcoitia, Ms. Quazzo and President Vitale – 6

Nays: None

President Vitale thereupon declared Motion 14-0528-MO3 adopted.

### 14-0528-RS1

### RESOLUTION RE: ASHLEY GORDON, HONORARY STUDENT BOARD MEMBER, CHICAGO BOARD OF EDUCATION OCTOBER 23, 2013 TO MAY 28, 2014

WHEREAS, Ashley Gordon was appointed as the representative of the high school elected student leadership to serve as the Honorary Student Board Member of the Chicago Board of Education for the 2013-2014 school year, and

**WHEREAS,** Ashley Gordon, as the student representative, was seated as an Honorary Student Board Member of the Chicago Board of Education on October 23, 2013; and

**WHEREAS**, Ashley Gordon conscientiously and effectively discharged her responsibilities on behalf of those she served, the Chicago Public Schools student body, in order that their best interests be served; and

WHEREAS, Ashley Gordon, as an Honorary Student Board Member, attended and observed the Board Meetings, and when necessary communicated to those she served the Board actions that had a direct impact on the overall educational process; and

WHEREAS, Ashley Gordon, will graduate from DeVry University Advantage Academy High School in June 2014; and

**WHEREAS**, Ashley Gordon's tenure reflects one of dedication and commitment to her peers, the students attending Chicago Public Schools; and, she can take great pride in the fact that she served the Board with honor and distinction.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO: that we, the President and Members of the Board of Education of the City of Chicago gathered here this 28th day of May 2014, do commend Ashley Gordon for her dedication and perseverance as demonstrated in her role as Honorary Student Board Member and also extend to her our best wishes for her future endeavors and for the realization of all her goals.

### 14-0528-RS3

### MEMORIAL RESOLUTION HONORING LEONORE DRAPER SENIOR GRANTS ANALYST

WHEREAS, after six years of faithful and dedicated service, Leonore Draper passed away on April 26, 2014; and

WHEREAS, Leonore Draper was hired as a Business Services Analyst in the Office of Specialized Services of the Chicago Public Schools in 2008, and continued to serve the students and schools of Chicago, most recently as a Senior Grants Analyst; and

WHEREAS, throughout her tenure at the Chicago Public Schools, Leonore Draper utilized her considerable natural gifts as well as her Bachelor of Science degree in Finance, conferred from Clark Atlanta University in 2004, and her Masters of Business Administration degree from DePaul University, awarded in 2013 in support of the work. Chicago Public School departments which were directly impacted by having had Leonore Draper as part of their teams include Business Services in the Office of Specialized Services, Youth Development and Positive Behavior Supports in the Office of Specialized Services, Grant Development in the Office of Grants Management and Administration, Education Team in the Office of Grants Management, and Grant Development and Implementation Support in the Office of Grant Funded Programs. Each of these teams benefitted from Leonore Draper's commitment, knowledge, and collaboration; and

WHEREAS, throughout Leonore Drapers service, she guided Chicago Public School departments and schools on the allowable and best use of Federal categorical funds including Individuals with Disabilities Education Act (IDEA), and Title I and II to ensure maximum impact and increase the academic achievement of targeted students; and

WHEREAS, Leonore Draper was a most effective partner to the colleagues and offices she supported providing expert technical assistance and strategic guidance to align resources to the needs of schools and students; and

WHEREAS, Leonore Draper facilitated and improved external relationships with key funding agency partners including the Illinois State Board of Education; and

WHEREAS, Leonore Draper was a constant champion of the work committed to continuous improvement, recently endeavoring to realign the Title I and Title II activities, goals, and evaluation to the CPS Action Plan and ensure consistency with the District Improvement Plan as a matter of best practice, and leading change efforts to improve guidance to all schools – traditional, Charter, and non-public; and

**WHEREAS**, Leonore Draper proved herself to be both extraordinarily talented and tirelessly committed to her work and service to the Chicago Public Schools for which we are all indebted.

**NOW, THEREFORE, BE IT RESOLVED,** that we, the President and Members of the Board of Education of the City of Chicago, gathered here this 28<sup>th</sup> day of May, 2014, do hereby extend to the family of Leonore Draper our thanks for her remarkable service and offer our most sincere gratitude for her contributions to the Chicago Public Schools and the children of the City of Chicago; and

**BE IT FURTHER RESOLVED,** that a suitable copy of this Memorial Resolution be made available to the family of Leonore Draper.

President Vitale thereupon declared Board Reports 14-0528-RS1 and 14-0528-RS3 accepted.

### RESOLUTION IN SUPPORT OF THE COUNCIL OF THE GREAT CITY SCHOOLS' MALES OF COLOR INITIATIVE

WHEREAS, the Council of the Great City Schools' has adopted an initiative to promote dedicated efforts by urban school systems nationwide to reduce the drop-out rate, increase the academic achievement, attendance and graduation rates and improve the teaching and learning of African American and Hispanic male students ("Males of Color");

WHEREAS, the Board wishes to pledge its support for the Council of the Great City Schools' and the Council's initiative to improve the education outcomes of Males of Color in urban school systems;

WHEREAS, the Board wishes the District to undertake dedicated efforts to ensure all students, including Males of Color, advance towards key learning milestones, satisfy college and career-readiness standards and become powerful thinkers, effective communicators and engaged learners; and

**WHEREAS**, the Board is committed to ensuring all students, including Males of Color, are taught to the highest academic standards and prepared for successful participation in our nation.

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

The Chief Executive Officer or designee is here by authorized to pursue activities and strategies to ensure:

- The District's pre-school efforts are geared to best serve Males of Color and their academic and social development.
- Elementary and middle schools work to increase the pipeline of Males of Color who are achieving academically and socially and who are ready to succeed at the high school level.
- Effective data management tools and protocols are in place to monitor the progress of all students, including Males of Color, in order to appropriately intervene at the earliest warning signs.
- The District's truancy initiative evaluates promising and proven approaches to reducing absenteeism, especially chronic absenteeism, among Males of Color.
- 5. The District's Student Code of Conduct and related supportive intervention programs are focused on retaining Males of Color in school and reducing suspension and expulsion rates.
- 6. The District works to increase the numbers of Males of Color and other students participating in advanced placement and honors courses and gifted and talented programs.
- 7. The District works with colleges of education who train future CPS teachers to strongly encourage their use of curriculum that addresses the academic, cultural and social needs of Males of Color, and to collaborate with the colleges of education on evaluating their teacher preparation curriculum for effectiveness in serving Males of Color.
- The District's college and career success initiatives work to increase the numbers of Males of Color and other students who complete the FASFA.
- The District's diverse learner supports and services initiatives are geared to best serve Males of Color with disabilities to ensure their academic success and social development.
- 10. The District works to improve high schools with persistently low graduation rates among Males of Color and others and to provide literacy and engagement initiatives with parents.
- 11. The District engages in a broader discussion and examination of how issues of race, language and culture affect the District's work to serve all students.

### 14-0528-RS4

### RESOLUTION AUTHORIZING PAYMENT FOR SPECIAL EDUCATION SERVICES TO VARIOUS STATE APPROVED, NON-PUBLIC FACILITIES FOR STUDENTS WITH DISABILITIES PLACED BY CHICAGO PUBLIC SCHOOLS

WHEREAS, the Individuals with Disabilities Education Act (IDEA) requires CPS to provide a continuum of special education services, which includes separate special education facilities or residential settings, for CPS students with disabilities (20 U.S. §1412(a)(5); 34 CFR §300.115);

WHEREAS, pursuant to IDEA and state regulations, the first placement option for a student with disabilities is in a general education classroom and placement to a separate class, separate school or other placement from the general education environment occurs only if the nature or severity of the disability is such that education in the general education classroom with the use of supplementary aids and services cannot be achieved satisfactorily (20 U.S. §1412(a)(5); 34 C.F.R. §300.114);

WHEREAS, the Illinois School Code requires CPS to fund the special education and related services provided to CPS students at such non-public separate facilities (105 ILCS 5/14-7.01, 105 ILCS 5/14-7.02 and 105 ILCS 5/14-7.03);

WHEREAS, when a student's Individualized Education Program (IEP) requires placement in separate facility or residential setting, Chicago Public Schools (CPS) Office of Diverse Learner Supports and Services (ODLSS) prioritizes placement at a non-public facility that can implement the student's IEP and is part of the CPS Non-Public Partners RFP (Board Report 12-0627-PR10, as may be extended);

WHEREAS, ODLSS may have to place students with disabilities in a non-public facility or a residential setting, which is not part of the CPS Non-Public Partners (NPP) RFP process (a "state-approved facility") because no NPP facility can implement the students' IEPs;

WHEREAS, tuition rates for placements in a state-approved facility are established by the Illinois Purchase Care Review Board in accordance with 105 ILCS 5/14-7.02 and 105 ILCS 5/14-7.03;

WHEREAS, residential costs for mandated placements in a residential state-approved facility are based on rates established by the Illinois Purchase Care Review Board which the District pays but is reimbursed by ISBE; and

WHEREAS, the Board wishes to authorize payments to various state-approved facilities for the provision of special education and related services to eligible CPS students with disabilities as a result of their placement by CPS

### NOW THEREFORE BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO THAT:

- 1. The Officer of Diverse Learner Supports and Services, or his or her designee, shall ensure that the NPP facilities are identified for placements whenever possible. If placement at a state-approved facility is needed because no NPP facility can implement a student's IEPs, the Officer of Diverse Learner Supports and Services may authorize the placement subject to the documentation requirements established by the Chief Education Officer and the Chief Administrative Officer, or their designees.
- 2. After approval by the Chief Education Officer and the Chief Administrative Officer, or their designees, the Officer of Diverse Learner Supports and Services or designee is authorized to make payments to various state-approved facilities for costs associated with the provision of special education and related services, including transportation, to CPS students with disabilities placed by CPS in accordance with the student's IEP.
- 3. Nothing in this Resolution prohibits the Office of Diverse Learner Supports and Services from negotiating a lower rate with the state-approved facility if practicable.
- 4. This Resolution authorizes the payment of invoices in Fiscal Year 2015 from state-approved facilities for the provision of special education and related services to CPS students with disabilities in the amount not to exceed \$26,000,000 in the aggregate.
- 5. The authority granted in this Resolution is effective July 1, 2014 to June 30, 2015.

### 14-0528-RS5

### APPROVE THE MID-TERM APPOINTMENT OF MEMBERS TO LOCAL SCHOOL COUNCILS TO FILL VACANCIES

WHEREAS, the Illinois School Code, 105 ILCS 5/34-2.1, authorizes the Board of Education of the City of Chicago ('Board') to appoint the teacher, non-teaching staff and high school student members of local school councils of regular attendance centers to fill mid-term vacancies after considering the preferences of the schools' staffs or students, as appropriate, for candidates for appointment as ascertained through non-binding advisory polls;

WHEREAS, the Governance of Alternative and Small Schools Policy, B. R. 07-0124-PO2 ("Governance Policy"), authorizes the Board to appoint all members of the appointed local school councils and boards of governors of alternative and small schools (including military academy high schools) to fill mid-term vacancies after considering candidates for appointment selected by the following methods and the Chief Executive Officer's recommendations of those or other candidates:

### Membership Category

Parent
Community
Advocate
Teacher/JROTC Instructor
Student

### **Method of Candidate Selection**

Recommendation by serving LSC or Board Recommendation by serving LSC or Board Recommendation by serving LSC or Board Non-binding Advisory Staff Poll Non-binding Advisory Student Poll or Student Serving as Cadet Battalion Commander or Senior Cadet (military academy high schools)

WHEREAS, the established methods of selection of candidates for Board appointment to fill midterm vacancies on local school councils, appointed local school councils and/or boards of governors were employed at the schools identified on the attached Exhibit A and the candidates selected thereby and any other candidates recommended by the Chief Executive Officer have been submitted to the Board for consideration for appointment in the exercise of its absolute discretion; WHEREAS, the Illinois School Code and the Governance Policy authorize the Board to exercise absolute discretion in the appointment process;

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO:

- The individuals identified on the attached Exhibit A are hereby appointed to serve in the specified
  categories on the local school councils, appointed local schools and/or boards of governors of the
  identified schools for the remainder of the current term of their respective offices.
- 2. This Resolution is effective immediately upon adoption.

### Exhibit A

### **NEW APPOINTED MEMBERS**

PARENT MEMBER Sharon Spencer	REPLACING Michael Moonan	<u>SCHOOL</u> Vick E. C. C.
Lisa Howard	Victor Easley	Lindblom H. S.
Anthony Smith Tracy Scruggs-Yearwood	Doris Murray Linda Upshaw	Lindblom H. S. Lindblom H. S.
Tina Hobbs	Timothy White	Lindblom H. S.
TEACHER MEMBER	REPLACING	<u>SCHOOL</u>
lan Brannigan	Position Vacant	Lindblom H. S.

President Vitale indicated that if there were no objections, Board Reports 14-0528-RS2, 14-0528-RS4 and 14-0528-RS5 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 14-0528-RS2, 14-0528-RS4 and 14-0528-RS5 adopted.

14-0528-CO1

COMMUNICATION RE: LOCATION OF BOARD MEETING OF JUNE 25, 2014

David J. Vitale President, and Members of the Board of Education Dr. Carlos M. Azcoitia Dr. Henry S. Bienen Dr. Mahalia A. Hines Deborah H. Quazzo Jesse H. Ruiz Andrea L. Zopp

This is to advise that the Regular Meeting of the Board of Education scheduled for Wednesday, June 25, 2014 will be held at:

The Central Administration Building 125 South Clark Street Chicago, Illinois 60603 Board Chamber - 5<sup>th</sup> Floor

The Board Meeting will begin at 10:30 a.m.

Public Participation Guidelines are available on www.cpsboe.org or by calling (773) 553-1600.

For the June 25, 2014 Board Meeting, advance registration to speak will be available beginning Monday, June 16th at 8:00 a.m. and close Friday, June 20th at 5:00 p.m., or until all slots are filled. You can advance register during the registration period by the following methods:

Online: www.cpsboe.org (recommended)

Phone: (773) 553-1600

In Person: 125 South Clark Street, 6th Floor

The Public Participation segment of the meeting will begin as indicated in the meeting agenda and proceed for no more than 60 registered speakers for the two hours.

### COMMUNICATION RE: 2014-2015 SCHEDULE OF REGULAR BOARD MEETINGS – BOARD OF EDUCATION, CITY OF CHICAGO

#### TO THE MEMBERS OF THE BOARD OF EDUCATION:

I am hereby submitting the 2014-2015 Schedule of Regular Board Meetings. The Board Meetings will be held on the fourth Wednesday of each month, unless otherwise indicated.

 2014 Schedule
 2015 Schedule

 July 23, 2014
 January 28, 2015

 August 27, 2014
 February 25, 2015

 September 24, 2014
 March 25, 2015

 October 22, 2014
 April 22, 2015

 November 19, 2014 (3<sup>rd</sup> Wednesday)
 May 27, 2015

 December 17, 2014 (3<sup>rd</sup> Wednesday)
 June 24, 2015

 July 22, 2015
 August 26, 2015

The Board Meetings will be held in the Board Chamber, 5th Floor, at 125 South Clark Street, Chicago, Illinois, and will begin at 10:30 a.m. until further notice. Registration for Public Participation will open the week prior to each Board meeting from Monday at 8:00 a.m. and close Friday at 5:00 p.m. or when all 60 speaking slots are filled. Only advance registration is available. You can advance register during the registration period by the following methods:

Online: www.cpsboe.org (recommended)

Phone: (773) 553-1600

In Person: 125 South Clark Street, 6th Floor

The Public Participation segment of the meeting will begin as indicated in the meeting agenda and proceed for no more than 60 registered speakers for the two hours.

Further, let the official record reflect that the 2014-2015 Planning Calendar has been prepared in accordance with the *Illinois Open Meetings Act* and will be available for public distribution upon adoption of this calendar.

### THIS SPACE INTENTIONALLY LEFT BLANK

	CALENDAR	thly Board Meetings	Summer School F Session	3# 10/ 17 M T W T F 24 22e 23e 24e) 25e 26 29 30	JULY 2015  W  1  8  8  122  222		* HOLIDAYS 2014-2015  September 1  September 13  October 13  November 27, 28  Inansy 19  May 25  May 25  **HOLIDAYS 2014-2015  Columbus Day  November 27, 28  Inansy 19  Mary 25  May 25  May 25
	2014-2015 PLANNING CALENDAR	Chicago Board of Education — Monthly Board Meetings	APRIL 2015 M T W T	1 2Q 17/ /8/ /9/ 7/ 14 15HSPT16EPT 21 (22) 23 28 29 30	MAY 2015  T W T  5 6 7 12 13 14 19 20 21	JUNE 2015  M T W T  1 2 3 4  8 9 10 11  15 16Q 174 184	Board Meeting – 10:30 a.m. Holiday Schools closed – No salary paid Schools closed – Salary paid Schools closed – Salary paid School improvement Day School improvement Day School improvement Day School clerks begin working on Wednesday, August 20, 2014 School clerks begin working on Wednesday, August 20, 2014 School clerks begin working on Wednesday, August 20, 2014 School clerks begin working on Wednesday, August 20, 2014 School clerks begin working on Wednesday, August 20, 2014 School clerks begin wednesday, August 20, 2014 School clerks begin wednesday School clerks begin wednesday School search feacher Conference Day (Report card pickup) School is provided 3 professional development days that can be staged flexible yover the course of the school year Emergency Day – School in session if student days fall below state cequirement
	2014-2	Chicago Board	JANUARY 2015 M T W T F	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	FEBRUARY 2015  M T W T F  2 3 4 5 6  9 10 11 12 13  16* 17 18 19 20  23 24 25 26 27	MARCH 2015  M T W T F  2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	# Holiday () Schools closed – No salary paid   / Schools closed – No salary paid   / Schools closed – Salary paid except as provided   / Schools closed – Salary paid except as provided   / Schools closed – Salary paid except as provided   Factor   Factor
JULY 2014 M T K	1 2 3	7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 31	AUGUST 2014 M T W T F	4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 (27†) 28† 29†	SEPTEMBER 2014  M T W T F  1* 2 3 4 5  8 9 10 11 12  15 16 17 18 19  22 23 23 24 25 26	*1	11* 12 FPT 13 HSPT 178

### TRANSFER OF FUNDS Various Units and Objects

### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

The various transfers of funds were requested by the Central Office Departments during the month of April. All transfers are budget neutral. A brief explanation of each transfer is provided below:

#### 1. Transfer from Counseling and Postsecondary Advising to Kenwood Academy

Rationale: Towards the Kenwood Brotherhood trip. A \$500 donation from BAK announced at the Male Summit at Olive-Harvey and Michele Howard is matching the \$500.

Transfer From:		Transfer To:	
10850	Counseling and Postsecondary Advising	46361	Kenwood Academy
115	General Education Fund		General Education Fund
54210	Pupil Transportation	54210	Pupil Transportation
212013	Counseling & Guidance Svcs	119035	Other Instr Purposes Misc
000000	Default Value	000000	Default Value

Amount: \$1,000

#### 2. Transfer from Academic Learning & Support - City Wide to Christian Fenger Academy

Rationale: CSI F	Programming supplies		
Transfer	From:	Transfer	Го:
11390	Academic Learning & Support - City Wide	46111	Christian Fenger Academy
324	Miscellaneous Federal & State Block Grants	324	Miscellaneous Federal & State Block Grants
54125	Services - Professional/Administrative	53405	Commodities - Supplies
390008	Other Gfp-Comm Svcs	119035	Other Instr Purposes Misc
442137	21st Century Community Learning Centers 1	442137	21st Century Community Learning Centers 1

Amount: \$1,000

#### 3. Transfer from Academic Learning & Support - City Wide to John T Mccutcheon School

Transfer	From:	Transfer 1	To:
11390	Academic Learning & Support - City Wide	26201	John T Mccutcheon School
324	Miscellaneous Federal & State Block Grants	324	Miscellaneous Federal & State Block Gra

324 Miscellaneous Federal & State Block Grants
54125 Services - Professional/Administrative
54125 Services - Professional/Administrative
0ther Govt Fd-Support Svcs
39008 Other Gfp-Comm Svcs
442140 21st Century Community Learning Centers 4
442140 21st Century Community Learning Centers 4

Amount: \$1,000

### 4. Transfer from William Penn School to Corporate Accounting

Rationale: CSI Programming parent vendor services

Rationale: FUNDS RETURN TO FUND 124 CONTINGENCY: Removal of funds to support reimbursement for FY14 Original Budget PN 477912 (Bessie Mangrum) per principal approval.

Transfer F	From:	Transfer 1	Го:
24911	William Penn School	12410	Corporate Accounting
124	School Special Income Fund	124	School Special Income Fund
57940	Miscellaneous Charges	57940	Miscellaneous Charges
256009	Food Service	600005	Special Income Fund 124 - Contingency
904003	Citywide Miscellaneous	150900	Grants - Supplemental

Amount: \$1,000

Rationale: CSI Programming transportation

### 5. Transfer from Academic Learning & Support - City Wide to John Greenleaf Whittier School

Transfer	From:	Transfer *	To:
11390	Academic Learning & Support - City Wide	25861	John Greenleaf Whittier School
324	Miscellaneous Federal & State Block Grants	324	Miscellaneous Federal & State Block Grants
54125	Services - Professional/Administrative	54210	Pupil Transportation
297920	Other Govt Fd-Support Svcs	253831	Bus Svc-Field Trips-Reg
442138	21st Century Community Learning Centers 2	442138	
Amount: \$1,000			

### 6. Transfer from Office of Strategic School Support Services - City Wide to Office of Strategic School Support Services - City Wide

Rationale: Supplies for Staff

Transfer From: Transfer To:

13745 Office of Strategic School Support Services - City Wide 115 General Education Fund 13745 Office of Strategic School Support Services - City Wide 115 General Education Fund Regular Position Pointer Commodities - Supplies 290001 SBkt 221430 Administrative Support

General Salary 000000 Default Value 000000 Default Value

Amount: \$1,000

#### 7. Transfer from William Jones College Prep High School to Capital/Operations - City Wide

Rationale: Funds Transfer From Project# 2010-47021-NSC To Award# 2010-481-00-02 : Change Reason : NA

Transfer From: Transfer To: 47021 William Jones College Prep High School BABS - CIP Series 2010D 12150 Capital/Operations - City Wide 481 BABS - CIP Series 2010D 481 56310 Capitalized Construction 253530 American Disabilities Act/Ada 56302 Capitalized Equipment Modern Schools Across Chicago Expansion 610000 Build America Bonds (Babs) 610000 Build America Bonds (Babs)

Amount: \$1,000

#### 8. Transfer from Network 9 to Kenwood Academy

Rationale: To cover the cost of Transportation for the Kenwood Brotherhood College Tour to California.

Transfer From: Transfer To: 02491 Network 9 115 General Education Fund 57940 Miscellaneous Charges 46361 Kenwood Academy 115 General Education Fund 54210 Pupil Transportation 221080 000000 Aio - Improvement Of Instruction Default Value 119035 Other Instr Purposes Misc 000000 Default Value

Amount: \$1,000

### 9. Transfer from Early College and Career - City Wide to Early College and Career - City Wide

Rationale: For purchase of banners for CTE Engineering programs

Transfer From: Transfer To: 13727 Early College and Career - City Wide 115 General Education Fund 13727 Early College and Career - City Wide 115 General Education Fund 54205 Travel Expense 54520 Services - Printing 149003 Finance Academy 141501 Cte - Project Lead The Way

000389

Cte Programs

000389 Cte Programs

Amount: \$1,000

### 1094. Transfer from Diverse Learner Supports & Services - Related Services Supports - City Wide to Diverse Learner Supports & Services -Related Services Supports - City Wide

Rationale: Transferring funds to vendor nursing budget per BR 14-0326-PR3.

Transfer To: Transfer From: 11675 Diverse Learner Supports & Services - Related 11675 Diverse Learner Supports & Services - Related Services Supports - City Wide Services Supports - City Wide Special Education Fund Special Education Fund
Services - Professional/Administrative 51100 Teacher Salaries - Regular 54125 Payroll Salvage 213006 Health Services-School Nurses 000000 Default Value 000000 Default Value

Amount: \$1,535,143

### 1095. Transfer from Diverse Learner Supports & Services - Related Services Supports - City Wide to Education General - City Wide

Rationale: Transferring funds for Diverse Learner reimbursments for Learning Behavior Specialists, Paraprofessionals and Clinicians.

Transfer To: 11675 Diverse Learner Supports & Services - Related Services Supports - City Wide 12670 Education General - City Wide 114 Special Education Fund 114 Special Education Fund 51100 Teacher Salaries - Regular I19001 Payroli Salvage Default Value 57940 Miscellaneous Charges 111086 Special Education Teacher Assignments 419001 000000 Default Value

Amount: \$2,000,000

#### 1096. Transfer from New School Development - City Wide to AUSL Program Support

Rationale: Transfer all incubation funds for AUSL to new unit number.

 Transfer Fom:
 Transfer Tomas

 13615
 New School Development - City Wide
 11116
 AUSL Program Support

 1155
 General Education Fund
 115
 General Education Fund

 54105
 Services: Non-technical/Laborer
 54105
 Services: Non-technical/Laborer

 231002
 Academic Support Services
 231002
 Academic Support Services

 000000
 Default Value
 000000
 Default Value

Amount: \$2,549,773

#### 1097. Transfer from Capital/Operations - City Wide to Chicago Vocational Career Academy

Rationale: Funds Transfer From Award# 2014-436-00-02 To Project# 2012-53011-SIP; Change Reason: NA

Transfer From: Transfer To: Capital/Operations - City Wide 53011 436 Chicago Vocational Career Academy 436 Miscellaneous Capital Fund Miscellaneous Canital Fund Capitalized Construction Capitalized Construction 56310 56310 251392 253508 Renovations Repairs & Improvements

060003 Chicago Vocational Career Academy (Cvca) Major 050003 Chicago Vocational Career Academy (Cvca) Major

Capital Renovation Capital Renovation

Amount: \$2,996,397

#### 1098. Transfer from Capital/Operations - City Wide to Theodore Herzl School

Rationale: Funds Transfer From Award# 2014-484-00-27 To Project# 2015-23771-CSP; Change Reason: NA

 Transfer Form:
 Transfer To:

 12150
 Capital/Operations - City Wide
 23771
 Theodore Herzl School

 484
 CIP Series 2013BC
 448
 CIP Series 2013BC

 56310
 Capitalized Construction
 56310
 Capitalized Construction

 253101
 Planning And Development
 253508
 Renovations

 000000
 Default Value
 000000
 Default Value

Amount: \$5,061,732

### \*[Note: The complete document will be on File in the Office of the Board]

### 14-0528-EX2

### AMEND BOARD REPORT 10-0526-EX08 APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH GALAPAGOS CHARTER SCHOOL

### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve the renewal of the Charter School Agreement with Galapagos Charter School for an additional five-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

This May 2014 amendment is necessary to amend the written Charter School Agreement with Galapagos Charter School to incorporate revisions to its Accountability Plan. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the Charter School's governing board within 120 days of the date of this amended Board Report.

CHARTER SCHOOL: Galapagos Charter School

3814 W. Iowa Street Chicago, IL 60651 Phone: 773-384-9400

Contact Person: Michael Lane, Principal

OVERSIGHT: Office of New Schools Office of Innovation and Incubation

125 S. Clark, 5<sup>th</sup> 10<sup>th</sup> Floor Chicago, IL 60603 (773) 553-1530

Contact Person: Jaime Guzman, Acting Executive Officer

Jack Elsey, Chief Officer

**ORIGINAL AGREEMENT:** The original Charter School Agreement (authorized by Board Report 05-0126-EX9) was for a term commencing July 1, 2005 and ending June 30, 2010 and authorized the operation of a charter school serving no more than 378 students in grades K – 8.

**CHARTER RENEWAL PROPOSAL:** Galapagos Charter School submitted a renewal proposal on September 14, 2009, to continue the operation of the Galapagos Charter School under a unified mission. The Charter School shall serve grades K - 8 with a maximum student enrollment of 350 students.

The agreement incorporates an accountability plan in which the school is evaluated by the Board each year based on numerous factors related to academic, financial and operational performance.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of New Schools conducted a comprehensive evaluation of Galapagos's performance and operations. This evaluation included a review of the proposal, facilities surveys, financial and governance analyses, and site visit of the school in which teaching and learning, leadership and governance, learning community and services for ELL students and students with special needs were assessed. A public hearing was conducted on Monday May 10, 2010 to receive public comment on the application to renew the Charter School Agreement with Galapagos Charter School for an additional five years. In addition, the Office of New Schools evaluated the school's student performance. From 2005-2006 to 2008-2009, Galapagos Charter School received 7 out of 19 high ratings and 12 out of 19 middle ratings on their absolute student indicators found in the framework put forth by the district for assessing charter school pupil performance. From 2005-2006 to 2008-2009, Galapagos's student attendance averaged 94.8%. In 2009, the percentage of students meeting/exceeding state standards on the ISAT Composite was 65.0%, an increase of 21.3 percentage points from 2005-2006. The committee recommends that, based on the school's performance on these and other accountability criteria, Galapagos Charter School be authorized to continue operating as a charter school.

In April 2014 Galapagos Charter School proposed amending its existing Charter School Agreement to incorporate revisions to its Accountability Plan. The school's Accountability Plan for SY 2014-2015, based on data collected during SY 2013-2014, will be revised to align with the School Quality Rating Policy approved by the Board in August 2013 (13-0828-PO5). The execution of this amendment to the Charter School Agreement will further the goal of uniformity in performance measurement, accountability and other terms and conditions among all charter schools.

**RENEWAL TERM:** The term of Galapagos Charter School's charter and agreement is being extended for a five (5) year term commencing July 1, 2010 and ending June 30, 2015.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement and amendment, which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the Charter School Agreement and amendment. Authorize the Acting Executive Officer Senior Director of the Office of New Schools Innovation and Incubation to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification.

LSC REVIEW: Approval of Local School Councils is not applicable to this report.

FINANCIAL: The financial implications will be addressed during the development of the 2010-2011 2014-2015 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY11FY14 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The cost of this enrollment will be approximately \$ 1,755,579.00 in 2010-2011.

### **GENERAL CONDITIONS:**

Inspector General - Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, 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.

Indebtedness - The Board's indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4) May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

### AMEND BOARD REPORT 13-0227-EX11 APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH YOUNG WOMEN'S LEADERSHIP CHARTER SCHOOL

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve the renewal of the Charter School Agreement with Young Women's Leadership Charter School for an additional five-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

This May 2014 amendment is necessary to approve a change to the current grade structure at the charter school from grades 7-12 to 9-12 beginning in the fall of 2015. Beginning in the fall of 2014, Young Women's Leadership Charter School will no longer serve grade 7, and in the fall of 2015 will no longer serve grade 8. There is no change to the maximum enrollment at the charter school. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

SCHOOL OPERATOR: Young Women's Leadership Charter School

2641 S. Calumet Avenue Chicago, IL 60616 Phone: 312-949-9400

Contact Person: Michelle Russell, Co Director Deniece Fields, Director

**OVERSIGHT:** 

Office of New Schools Office of Innovation and Incubation

125 S. Clark Street, 10th Floor

Chicago, IL 60603 (773) 553-1530

Contact Person: Carly Bolger, Executive Director Jack Elsey, Chief Officer

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 99-1215-EX2) was for a term commencing July 1, 2000 and ending June 30, 2005 and authorized the operation of a single facility charter school with enrollment not to exceed 525 students in grades 6 through 12. The charter and Charter Renewal Agreement were renewed (authorized by Board Report 05-0223-EX3) for a term commencing July 1, 2005 and ending June 30, 2010 and authorized the operation of a single facility charter school with enrollment not to exceed 400 students in grades 7 through 12. The charter and Charter School Agreement were subsequently renewed (authorized by Board Report 10-0526-EX10) for a term commencing July 1, 2010 and ending June 30, 2013 and again authorized the operation of a single facility charter school with enrollment not to exceed 400 students in grades 7 through 12.

CHARTER RENEWAL PROPOSAL: Young Women's Leadership Charter School submitted a renewal proposal on September 4, 2012, to continue the operation of Young Women's Leadership Charter School. The charter school shall be located at 2641 S. Calumet Avenue and shall serve grades 7 through 12 with a maximum enrollment of 400 students.

The agreement will incorporate an accountability plan in which the charter school is evaluated by the Board each year based on numerous factors related to its academic, financial and operational performance.

In February 2014, Young Women's Leadership Charter School submitted a material modification to change its current grade structure at the charter school from grades 7-12 to 9-12 beginning in the fall of 2015. Beginning in the fall of 2014, Young Women's Leadership Charter School will no longer serve grade 7, and in the fall of 2015 will no longer serve grade 8. There is no change to the maximum enrollment at the charter school. A public hearing on the proposed change was held on Wednesday, May 14, 2014. The hearing was recorded and a summary report is available for review.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of New Schools conducted a comprehensive evaluation of Young Women's Leadership Charter School's performance and operations. This evaluation included a review of the proposal, facilities surveys, financial analysis, and academic site visit of the school in which student performance, teaching and learning, leadership and governance, and the learning communities were assessed. A public hearing was held on February 21, 2013 for all charter schools going through renewals to receive public comments, including Young Women's Leadership Charter School. In addition to the foregoing, the Office of New Schools evaluated the school's student performance. The school was rated Level 2 with 48.9% of points in 2010-11 and Level 2 with 46.7% of points in 2011-2012 on the school absolute student indicators found in the framework put forth by the district for assessing charter school pupil performance. From 2007-2008 to 2011-2012, Young Women's Leadership Charter School's student attendance averaged approximately 90.2%. In 2011-2012, the percentage of students meeting/exceeding state standards on the PSAE Composite was 24.6%, an increase of 12.3 percentage points from 2008-2009. The committee recommends that, based on the school's performance on these and other accountability criteria, Young Women's Leadership Charter School be authorized to continue operating as a charter school.

RENEWAL TERM: The term of Young Women's Leadership Charter School's charter and agreement is being extended for a five (5) year term commencing July 1, 2013 and ending June 30, 2018.

ADDITIONAL TERMS AND CONDITIONS: Additional terms and conditions will be communicated to the charter school and included as an attachment to the Charter School Agreement with Young Women's Leadership Charter School.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement and amendment, which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the written Charter School Agreement and amendment. Authorize the Executive Senior Director of the Office of New Schools Innovation and Incubation to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification.

LSC REVIEW: Approval of Local School Councils is not applicable to this report.

**FINANCIAL:** The financial implications will be addressed during the development of the 2014-2015 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY134 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

### 14-0528-EX4

# AMEND BOARD REPORT 13-0424-EX11 AMEND BOARD REPORT 13-0227-EX5 APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH ASPIRA INC. OF ILLINOIS (ASPIRA CHARTER SCHOOL) AND THE PHASE-OUT OF ITS MIRTA RAMIREZ HIGH SCHOOL CAMPUS

### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve the renewal of the Charter School Agreement with ASPIRA Inc. of Illinois for an additional fiveyear period and the phase-out of its Mirta Ramirez High School Campus. A new Charter School Agreement applicable to this renewal term and campus phase-out will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

This April 2013 amendment is necessary to authorize ASPIRA Inc. of Illinois to (a) establish a new high school campus at 2989 North Milwaukee Avenue in the fall of 2014 and (b) increase the overall at capacity enrollment at the charter school by 1,000 to 2,250 students. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This May 2014 amendment is necessary to change the start date of the ASPIRA Charter School – ASPIRA Business and Finance High School Campus from fall 2014 to fall 2015. Due to this delay, the overall at capacity enrollment at the charter school for the fall of 2014 will be 1,700 students, for fall of 2015 will be 1,950 students, and for fall of 2016 will be 2,250 students. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

SCHOOL OPERATOR: ASPIRA Inc. of Illinois

2415 North Milwaukee Avenue

Chicago, IL 60647 Phone: 773-252-0970

Contact Person: Anibal Taboas, President & CEO Wanda Figueroa-Peralta,

President & CEO

**OVERSIGHT:** 

Office of Innovation and Incubation

125 S. Clark, 10<sup>th</sup> Floor Chicago, IL 60603 (773) 553-1530 Contact Person:

Sagar Gokhale, Interim Executive Director, Office of New Schools Jack

Elsey, Chief Officer

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 02-0925-EX02) was for a term commencing July 1, 2003 and ending June 30, 2008 and authorized the operation of a charter school serving no more than 450 students in grades 9 through 12. The charter and Charter School Agreement were subsequently renewed for an additional five-year period commencing July 1, 2008 and ending June 30, 2013 (authorized by Board Report 08-0227-EX26) and authorized an increase in the maximum enrollment to 1,500 students in grades 6 -12. The charter and Charter School Agreement were subsequently amended as follows:

 Board Report 09-0422-EX2: Approved the correction in the at capacity enrollment of the Early College High School Campus from 400 to 600 students and the correction in the overall at capacity enrollment of the charter school from 1,500 to 1,700 students.

CHARTER RENEWAL PROPOSAL: ASPIRA Inc. of Illinois submitted a renewal proposal on September 4, 2012 to continue the operation of the ASPIRA Charter School under a unified mission. ASPIRA Inc. of Illinois agreed to phase-out its Mirta Ramirez High School Campus. Beginning in the fall of 2013, that campus will not accept any freshmen students. Students attending the campus during the 2012-2013 school year will be allowed to continue attending through the 12<sup>th</sup> grade, with the campus closing completely by June 30, 2016.

As a result, during the renewal term the charter school shall serve grades 6 through 12 with a maximum enrollment of 1,700 students but maximum enrollment will decrease to 1,250 students by the end of the 2015-2016 school year. The maximum enrollment for each ASPIRA Charter School Campus is indicated on the chart below.

This agreement will incorporate an accountability plan where the school is evaluated by the board each year based on numerous factors related to its academic, financial and operational performance.

In September 2012, ASPIRA Inc. of Illinois proposed to establish a new high school campus named ASPIRA Business and Finance Campus at 2989 North Milwaukee Avenue in the fall of 2014, serving 250 students in grade 9. In successive years, that campus will add one grade at a time, until reaching an at capacity enrollment of 1,000 students in grades 9 through 12. The overall at capacity enrollment of the whole charter school will increase by 1,000 to 2,250 students. A public hearing on the proposed campus was held on April 15, 2013. The hearing was recorded and a summary report is available for review.

In February 2014, ASPIRA Inc. of Illinois submitted a material modification to change the start date of the ASPIRA Charter School - ASPIRA Business and Finance High School Campus from fall 2014 to fall 2015. Due to this delay, the overall at capacity enrollment at the charter school for the fall of 2014 will be 1,700 students, for fall of 2015 will be 1,950 students, and for fall of 2016 will be 2,250 students. A public hearing on the proposed change was held on Wednesday, May 14, 2014. The hearing was recorded and a summary report is available for review.

Campus Name	Year Opened	Address	At Capacity Grades	2012-2013 Enrollment	At Capacity Enrollment
Mirta Ramirez High School	2003	1711 N. California Avenue	9 <sup>th</sup> – 12 <sup>th</sup>	373	450 (phased out by June 30, 2016)
Haugan Middle School	2005	3729 W. Leland Avenue	6 <sup>th</sup> - 8 <sup>th</sup>	578	650
Early College High School	2007	3986 W. Barry Avenue	9 <sup>th</sup> - 12 <sup>th</sup>	511	600
ASPIRA Business and Finance <u>High</u> <u>School</u>	<del>2014</del> - <u>2015</u>	2989 N. North Milwaukee Avenue	9 <sup>th</sup> — 12 <sup>th</sup>	250 (in 2014- 15) 250 (in 2015- 16)	1,000

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of New Schools conducted a comprehensive evaluation of ASPIRA Charter School's performance and operations. This evaluation included a review of the proposal, facilities surveys, financial analysis, and academic site visit of the school in which student performance, teaching and learning, leadership and governance, and the learning communities were assessed. A public hearing was held on February 21, 2013 for all charter schools going through renewals to receive public comments, including ASPIRA Charter School. In addition to the foregoing, the Office of New Schools evaluated the school's student performance. From 2007-2008 to 2011-2012, the Ramirez Campus received 8 out of 62 high ratings and 19 out of 62 middle

ratings, the Haugan Campus received 24 out of 52 high ratings and 21 out of 52 middle ratings, and the Early College Campus received 5 out of 37 high ratings and 14 out of 37 middle ratings on the school absolute student indicators found in the framework put forth by the district for assessing charter school pupil performance. From 2007-2008 to 2011-2012, ASPIRA Charter School's student attendance averaged approximately 89.8% at the Ramirez Campus, 95.3% at the Haugan Campus, and 90.8% at the Early College Campus. In 2011-2012, the percentage of students meeting/exceeding state standards on the PSAE Composite at the Ramirez Campus was 15.4%, a decrease of 10.0 percentage points from 2007-2008, and at the Early College Campus was 20.8%, an increase of 2.3% from 2009-2010. In 2011-2012, the percentage of students meeting/exceeding state standards on the ISAT Composite at the Haugan Campus was 72.0%, an increase of 11.2% from 2007-2008.

The Office of New Schools recommends that, based on the school's performance on these and other accountability criteria, ASPIRA Charter School be authorized to continue operating as a charter school but will phase-out its Mirta Ramirez High School Campus.

**RENEWAL TERM:** The term of ASPIRA Charter School's charter and agreement is being extended for a five (5) year term commencing July 1, 2013 and ending June 30, 2018.

ADDITIONAL TERMS AND CONDITIONS: Additional terms and conditions will be communicated to the charter school and included as an attachment to the Charter School Agreement with ASPIRA Inc. of Illinois.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement and amendment, which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the written Charter School Agreement and Amendment. Authorize the Executive Senior Director of the Office of New-Schools Innovation and Incubation to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification.

LSC REVIEW: Approval of Local School Councils is not applicable to this report.

**FINANCIAL:** The financial implications will be addressed during the development of the fiscal year 2014 2015 budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY134 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

### 14-0528-EX5

## AMEND BOARD REPORT 13-0424-EX14 AMEND BOARD REPORT 13-0227-EX10 APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH UNO CHARTER SCHOOL NETWORK

### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve the renewal of the Charter School Agreement with UNO Charter School Network for an additional five-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

This April 2013 amendment is necessary to authorize the UNO Charter School Network to (a) change the name of UNO Charter School - Northside Elementary School Campus to UNO Charter School -Rogers Park Campus, (b) expand the grades offered at UNO Charter School - Rogers Park Campus to include grades 9 to 12, (c) increase the at capacity enrollment at the UNO Charter School - Rogers Park Campus from 630 to 1,340 students, thereby increasing the overall at capacity enrollment of the charter school by 710 to 10,950 students, (d) change the name of UNO Charter School - 51st and St. Louis Charter High School Campus to UNO Charter School - Soccer Academy High School Campus, (e) change the address of UNO Charter School - Soccer Academy High School Campus from 51st Street and South St. Louis Avenue to 5025 South St. Louis Avenue, (f) change the start dates of the UNO Charter School - UCSN 16 Campus and UNO Charter School - UCSN 17 Campus from fall of 2013 to fall 2014, (g) correct the address of the UNO Charter School - Elementary School Campus from 5050 W. Homan Avenue to 5050 S. Homan Avenue, and (h) identify the independent facility at 4420 S. Fairfield as the location for the UNO Charter School - UCSN 15 Campus. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This May 2014 amendment is necessary to change the start dates of the UNO Charter School - UCSN 16 Campus and UNO Charter School - UCSN 17 Campus from fall 2014 to fall 2015. No written amendment to the Charter School Agreement is required.

SCHOOL OPERATOR: UNO Charter School Network

954 West Washington Boulevard Chicago, IL 60607

Phone: (312) 432-6301

Contact Person: Juan Rangel, President Jesse Estrada, Interim CEO

**OVERSIGHT:** Office of Innovation and Incubation

125 S. Clark, 10th Floor Chicago, IL 60603 (773) 553-1530

Contact Person: Sagar Gokhale, Interim Executive Director,

Office of New Schools Jack Elsey, Chief Officer

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 97-1217-EX2) was for a term commencing July 1, 1998 and ending June 30, 2003 and authorized the operation of a charter school serving no more than 800 students in grades K-8 on two campuses. The campus serving K-3 was located at 2651 W.  $23^{rd}$  Street. The campus serving grades 4-8 was located at 2401 W. Congress. The charter and Charter School Agreement were subsequently renewed for a term commencing July 1, 2003 and ending June 30, 2008 (authorized by Board Report 03-0225-EX7) and authorized an increase in the maximum student enrollment to permit 1,060 students in grades Pre-K - 8. The charter and Charter School Agreement were renewed for an additional term commencing on July 1, 2008 and ending June 30, 2013 (authorized by Board Report 08-0602-EX7). The charter and Charter School Agreement were subsequently amended as follows:

- Board Report 08-0924-EX8: Approved the establishment of two new campuses, an elementary campus in 2009 and a high school campus in 2010, to be located in a new facility at the intersection of South Homan Avenue and 51st street; the increase in the overall at capacity enrollment of the charter school by 1,200 to 5,830; and the clarification of the relationship of any pre-kindergarten program to the charter school.
- Board Report 09-0826-EX8: Approved the change in names of the UNO Charter School Archer Heights Campuses, identification of a temporary location for the UNO Charter School - Octavio Paz Primary and Intermediate Campuses for the 2009-2010 school year only, temporary adjustment in the at capacity enrollment for each of the Octavio Paz campuses, and the change in the start date for the UNO Charter School - Gage Park Campus.
- Board Report 09-1123-EX7: Approved the establishment of a new elementary school campus in the fall of 2011 at a facility to be determined, increase in the overall at capacity enrollment at the charter school by 600 to 6,430 students for the 2011-2012 school year, and the clarification of the authority period for the change in start date of the UNO Charter School - Gage Park Campus.
- Board Report 10-0428-EX2: Approved the identification of the independent facility at 2744 W. Pershing Avenue as the location for the UNO Charter School - Gage Park Campus, identification of the independent facility at 2651 W. 23rd Street as the permanent location for the UNO Charter School - Ocatvio Paz Campus, and the consolidation of the UNO Charter School - Octavio Paz Primary Campus and the UNO Charter School - Octavio Paz Intermediate Campus into one attendance center serving grades K-8.
- Board Report 10-0526-EX5: Approved the change of the start date of the UNO Charter School -Academy High School Campus from fall 2010 to fall 2011 and the modification of the at capacity enrollments of certain UNO Charter School Campuses.

- Board Report 11-0126-EX6: Approved the establishment of one new campus to open in the fall of 2011 at a location to be determined and the corresponding increase in the overall at capacity enrollment of the charter school by 630 to 7,060 students in the fall of 2011; establishment of two new campuses to open in the fall of 2012 at locations to be determined and the corresponding increase in the overall at capacity enrollment of the charter school by 1,260 to 8,320 students in the fall of 2012; change in the name of the Academy High School Campus to the 51<sup>st</sup> and St. Louis Charter High School Campus; change in the start date of the UNO Charter School Academy High School Campus from fall 2011 to fall 2012; increase in the grades served at the Academy High School Campus to serve grades 6 through 12; increase in the at capacity enrollment at the Academy High School Campus by 120 to a new at capacity enrollment of 720 students; and the increase in the overall at capacity enrollment of the charter school by 120 to 8,440 students in the fall of 2012.
- Board Report 11-0525-EX7: Approved the identification of the independent facility at 3434 W. 51<sup>st</sup>
   Street as the location for the UNO Charter School Elementary School Campus and the
   identification of the independent facility at 2510 W. Cortez as the location for the UNO Charter
   School UNO Elementary School Campus.
- Board Report 11-1214-EX6: Approved the establishment of three new elementary school campuses in the fall of 2013 at locations to be determined and the increase in the overall at capacity enrollment of the charter school by 1,800 to 10,240 students in the fall of 2013.
- Board Report 12-0725-EX3: Approved the change of the name of the Gage Park Campus to Sandra Cisneros Campus, identification of the independent facility at 2050 N. Natchez as the location for the UNO Charter School – Near West Elementary School Campus, identification of the independent facility at 7416 N. Ridge Blvd as the location for the UNO Charter School – Northside Elementary School Campus, and the change in the start date of the UNO Charter School – 51<sup>st</sup> and St. Louis Charter High School Campus from fall 2012 to fall 2013.

CHARTER RENEWAL PROPOSAL: UNO Charter School Network submitted a renewal proposal on September 4, 2012 to continue the operation of the UNO Charter School under a unified mission. The charter school shall serve grades Kindergarten through 12 with a maximum enrollment of 10,240 students.

If the UNO Charter School Network is authorized to operate a pre-kindergarten program in the same building as the charter school, the children enrolled in the pre-kindergarten will not be included in the enrollment of the charter school and the pre-kindergarten program will not be governed by the Charter School Agreement. To the extent the Board provides funding for the pre-kindergarten program, that program will be subject to a separate agreement with and separate funding authorized by the Office of Early Childhood Education. A material breach of any contract between the Board and the UNO Charter School Network for the operation of a pre-kindergarten program or the charter school may be treated as a breach of the other contract.

The agreement will incorporate an accountability plan in which the school is evaluated by the board each year based on numerous factors related to its academic, financial and operational performance.

In January and April 2013 UNO Charter School Network submitted a material modification to (a) change the name of UNO Charter School - Northside Elementary School Campus to UNO Charter School - Rogers Park Campus, (b) expand the grades offered at UNO Charter School - Rogers Park Campus to include grades 9 to 12, (c) increase the at capacity enrollment at the UNO Charter School - Rogers Park Campus from 630 to 1,340 students, thereby increasing the overall at capacity enrollment of the charter school by 710 to 10,950 students, (d) change the name of UNO Charter School - 51st and St. Louis Charter High School Campus to UNO Charter School - Soccer Academy High School Campus, (e) change the address of UNO Charter School - Soccer Academy High School Campus from 51st Street and South St. Louis Avenue to 5025 South St. Louis Avenue, (f) change the start dates of the UNO Charter School - UCSN 17 Campus from fall of 2013 to fall 2014, (g) correct the address of the UNO Charter School - Elementary School Campus from 5050 W. Homan Avenue to 5050 S. Homan Avenue, and (h) identify the independent facility at 4420 S. Fairfield as the location for the UNO Charter School - UCSN 15 Campus. A public hearing on the proposed changes was held on Monday, April 15, 2013. The hearing was recorded and a summary report is available for review.

In February 2014, UNO Charter School Network submitted a material modification to change the start dates of the UNO Charter School — UCSN 16 Campus and UNO Charter School — UCSN 17 Campus from fall 2014 to fall 2015. A public hearing on the proposed changes was held on Wednesday, May 14, 2014. The hearing was recorded and a summary report is available for review.

Campus Name	Year Opened	Address	At Capacity Grades	2012 – 2013 enrollment	At Capacity Enrollment
Octavio Paz		2651 W. 23 <sup>rd</sup>			
Campus	1998	Street	K-8	445	620
Rufino Tamayo	2005	5135 S. California	K-8	288	315
Bartolome de	2005	1641 W. 16 <sup>th</sup>	K-0	200	313
las Casas	2006	Street	K-8	288	315
Carlos Fuentes	2006	2845 W. Barry	K-8	562	630

Officer Donald		2916 W. 47 <sup>th</sup>			
J. Marquez	2007	Street	K-8	576	630
SPC Daniel		4248 W. 47 <sup>th</sup>			
Zizumbo	2008	Street	K-8	638	670
PFC Omar E.		4248 W. 47 <sup>th</sup>			
Torres	2008	Street	K-8	635	670
Major Hector		4248 W. 47 <sup>th</sup>			
P. Garcia MD	2008	Street	9 – 12	636	720
Sandra		2744 W.			
Cisneros	2010	Pershing	K-8	574	630
Soccer				1	
Academy High		5025 South St.		720	
School	2013	Louis Avenue	6 – 12	(in 13- 14)	720
Elementary		5050 S.		1	
School	2011	Homan Avenue	K-8	574	630
Esmeralda		2510 W.			
Santiago	2011	Cortez	K-8	270	630
Near West		2050 N.			
Elementary	2012	Natchez	K-8	555	630
		7416 N. Ridge			
Rogers Park	2012	Blvd	K-12	486	1340
		4420 S.		600	
UCSN 15	2013	Fairfield	K-8	(in 13-14)	600
				600	
		]		<del>(in-14-15)</del>	
UCSN 16	<del>201</del> 4-2015	TBD	K-8	(in 15-16)	600
		1 1		600	
				(in 14-15)	
UCSN 17	<del>2014</del> <u>2015</u>	TBD	K-8	(in 15-16)	600

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of New Schools conducted a comprehensive evaluation of UNO Charter School's performance and operations. evaluation included a review of the proposal, facilities surveys, financial analysis, and academic site visit of the school in which student performance, teaching and learning, leadership and governance, and the learning communities were assessed. A public hearing was held on February 21, 2013 for all charter schools going through renewals to receive public comments, including UNO Charter School. In addition to the foregoing, the Office of New Schools evaluated the school's student performance. Eight campuses currently have performance ratings, with four rated Level 1 (Paz, Marquez, Zizumbo, and Torres), two rated Level 2 (Fuentes and Garcia), and two rated Level 3 (Tamayo and Casas) based on data from school year 2011-2012 on the school absolute student indicators found in the framework put forth by the district for assessing charter school pupil performance. From 2007-2008 to 2011-2012, UNO Charter School's student attendance averaged approximately 96.6% at the elementary schools and 96.2% at the Garcia Campus, the high school. In 2011-2012, the average percentage of students meeting/exceeding state standards on the ISAT Composite was 81.4%, an increase of 5.6 percentage points from 2008-2009. In 2011-2012, the percentage of students meeting/exceeding state standards on the PSAE Composite was 39.5%. The committee recommends that, based on the school's performance on these and other accountability criteria, UNO Charter School be authorized to continue operating as a charter school.

**RENEWAL TERM:** The term of UNO Charter School's charter and agreement is being extended for a five (5) year term commencing July 1, 2013 and ending June 30, 2018.

ADDITIONAL TERMS AND CONDITIONS: Additional terms and conditions will be communicated to the charter school and included as an attachment to the Charter School Agreement with UNO Charter School Network.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement, which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the written Charter School Agreement. Authorize the Executive-Senior Director of the Office of New Schools Innovation and Incubation to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification.

LSC REVIEW: Approval of Local School Councils is not applicable to this report.

**FINANCIAL:** The financial implications will be addressed during the development of the fiscal year 2914 2015 budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY134 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

### 14-0528-EX6

# AMEND BOARD REPORT 13-0522-EX102 AMEND BOARD REPORT 11-0223-EX2 APPROVE THE GRANTING OF A CHARTER AND ENTERING INTO A CHARTER SCHOOL AGREEMENT WITH THE MONTESSORI NETWORK, INC., AN ILLINOIS NOT FOR PROFIT CORPORATION

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve the granting of a charter and entering into a Charter School Agreement with The Montessori Network, Inc., for a five-year period. This approval is contingent upon final approval from the Board's Chief Executive Officer ("CEO") as detailed below. The Charter School Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date the CEO files a report with the Secretary of the Board indicating the CEO's final approval or denial of the charter school proposal and satisfactory resolution of all material issues related to the formation of the school. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this agreement is stated below.

This May 2013 amendment is necessary to authorize The Montessori Network, Inc. to identify the CPS facility at 6550 South Seeley as the location of The Montessori School of Englewood Charter. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This May 2014 amendment is necessary to correct the grades served and the maximum enrollment in the May 2013 Board Report (13-0522-EX102). The language in the Board Report should be corrected to reflect the grades served at the charter school as K-6 with a maximum enrollment of 240 students. No written amendment to the Charter School Agreement is required.

SCHOOL OPERATOR: The Montessori Network, Inc.

5248 N. Wayne <u>Avenue</u> Chicago, Illinois 60640 Phone: 773-808-1921

Contact: Rita Nolan, Executive Director

CHARTER SCHOOL: The Montessori School of Englewood Charter

6550 South S. Seeley Avenue Chicago, Illinois 60636 Phone: 773-808-1921

Contact: Rita Nolan, Executive Director

OVERSIGHT: Office of Innovation and Incubation

125 S. Clark Street, 10th Floor

Chicago, IL 60603 773-553-1530

Contact Person: Jack Elsey, Chief Officer

**DESCRIPTION:** The Charter Schools Law (105 ILCS 5/27A-1 et seq., as amended) provides that up to 70 charter schools may be operated in the city of Chicago. Proposals to operate charter schools are submitted to the Board for evaluation pursuant to the standards set forth in 105 ILCS 5/27A-8, and the Board convenes a public meeting to obtain information to assist in its decision to grant or deny each proposal and report its action to the Illinois State Board of Education. The State Board determines whether the approved charter school proposal and the proposed contract satisfy the provisions of the Charter Schools Law and, if so, certifies the charter school.

CHARTER APPLICATION PROPOSAL: The Montessori School of Englewood Charter (the Montessori School) proposal was submitted by The Montessori Network, Inc. and received by the Board in August 2010. The Montessori School's mission is to prepare a new generation of students for lifelong academic, personal, and professional success through a rigorous, tuition-free K-6 Montessori education. The Montessori Method will encourage them to graduate from high school and college, fostering aspiration to excellence and cultivating personal commitment to a peaceful and sustainable global community. The Montessori classroom maximizes the development and capabilities of the individual student through a combination of instructional strategies: developmentally based hands-on materials and instructional

methods, multi-sensory education, project-based learning, Socratic dialogue, individualized instruction, student choice, social justice education, a focus on relationships, and culturally responsive teaching. The Montessori School will ignite the minds and illuminate the hearts of its students. The school is slated to open in the fall of 2012 serving 90 students in grades K-42. At capacity, the school will serve 300240 students in grades K-56. The school will be located at 6550 S. Seeley. Public hearings on charter school submissions submitted in 2010, as required by statute, were held on December 13, 2010, January 18, 2011, and February 17, 2011.

In March 2013, the CEO recommended to the Board that the CPS facility at 6550 South Seeley be identified as the location of The Montessori School of Englewood Charter. This site will require that The Montessori School of Englewood Charter share its facility with Luke O'Toole Elementary School. The two schools will share their facility in accordance with the Board's Shared Facility Policy, 05-0126-PO1.

A public hearing on the proposed co-location was held on May 7, 2013 at Board Chambers, 125 South Clark,  $5^{th}$  floor. The hearing was recorded and a summary report is available for review.

In May 2014, the Office of Innovation and Incubation would like to correct the grades served and the maximum enrollment in the May 2013 Board Report (13-0522-EX102). The language in the Board Report should be corrected to reflect the grades served at the charter school as K-6 with a maximum enrollment of 240 students.

CONTINGENT APPROVAL: The granting of a charter by the Board and the entering into a Charter School Agreement is contingent upon the school operator meeting benchmarks detailed by the Office of New Schools including, but not limited to, obtaining the financing for, and the completion of, the renovations to the independent facility at the school site. These benchmarks will be communicated to the school operator in a formal Letter of Conditions with all deadlines to be met by January 15, 2012. The Office of New Schools will oversee the enforcement of these deadlines; failure to meet these deadlines may, at the option of the Board, result in the rescission of the authority granted herein and the denial of the charter school proposal. A final review of the charter school proposal will be conducted by the Chief Executive Officer. The Chief Executive Officer or his designee will file a report indicating the CEO's final approval or denial of the charter school proposal and satisfactory resolution of all material issues related to the formation of the school. The report will be filed with the Secretary of the Board on or before February 15, 2012. This final review will be conducted to determine compliance with the terms indicated above.

**TERM:** The term of the Montessori School charter and agreement shall commence July 1, 2012 and end June 30, 2017.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement and amendment, which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the written Charter School Agreement and amendment. Authorize the Executive Senior Director of the Office of New-Schools and Innovative Models-Innovation and Incubation to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

### AFFIRMATIVE ACTION: Not applicable.

FINANCIAL: The financial implications will be addressed during the development of the 2012-2013 2014-2015 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY124 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. If The Montessori Network, Inc. does not receive funding from Renaissance Schools Fund, the Board shall provide a one-time payment to the school for planning positions in an amount not to exceed \$170,000.00.

### **GENERAL CONDITIONS:**

Inspector General - Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, 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.

Indebtedness - The Board's indebtedness Policy adopted June 26, 2006 (96-0626-P03), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics — The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2) June 23, 2004 (94-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

### Vice President Ruiz abstained on Board Report 14-0528-EX6.

AMEND BOARD REPORT 14-0122-EX6
AMEND BOARD REPORT 13-0424-EX10
AMEND BOARD REPORT 12-0822-EX3
AMEND BOARD REPORT 12-0328-EX3
AMEND BOARD REPORT 11-1214-EX5
AMEND BOARD REPORT 11-0323-EX9

APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH LAWNDALE EDUCATIONAL AND REGIONAL NETWORK (L.E.A.R.N.) CHARTER SCHOOL, INC.

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve the renewal of the Charter School Agreement with Lawndale Educational and Regional Network (L.E.A.R.N.) Charter School, Inc. for an additional five-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

This December 2011 amendment is necessary to authorize the L.E.A.R.N. Charter School to (a) establish a new elementary school campus in the fall of 2012 at a location to be determined, (b) increase the overall at capacity enrollment of the charter school by 625 to 3542 students in the fall of 2012, (c) establish two new elementary school campuses to open in the fall of 2013 at locations to be determined, and (d) increase the overall at capacity enrollment of the charter school by 1250 to 4792 students in the fall of 2013. Establishment of the additional campuses and the corresponding changes to enrollment are contingent upon any required public hearings, evidence of community support and Board approval of the locations of the campuses. The authority granted herein shall automatically rescind in the event written amendments to the Charter School Agreement are not executed by the Board and the charter school's governing board within the timeframe specified in the amended Board Reports identifying and approving the sites of the proposed campuses. The amended agreements authorized herein will only take effect upon certification by the Illinois State Board of Education.

This March 2012 amendment is necessary to (a) change the name of the L.E.A.R.N. Charter School – 5<sup>th</sup> campus to the L.E.A.R.N. Charter School - Hunter Perkins Campus, (b) identify the independent facility at 3021 West Carroll as the location for the L.E.A.R.N. Charter School – 6<sup>th</sup> Campus, (c) change the name of the L.E.A.R.N. Charter School - East Garfield Park Campus, (d) change the name of the L.E.A.R.N. Charter School – 3<sup>rd</sup> Campus to the L.E.A.R.N. Charter School - Charles and Dorothy Campbell Campus, and (e) identify the independent facility at 3021 West Carroll as the new location for the L.E.A.R.N. Charter School - Excel Campus beginning in the 2013-2014 school year. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This August 2012 amendment is necessary to authorize L.E.A.R.N. Charter School to change the start date of the L.E.A.R.N. Charter School – East Garfield Park Campus from the fall of 2012 to the fall of 2013. No amendment to the Charter School Agreement is required for this change.

This April 2013 amendment is necessary to authorize L.E.A.R.N Charter School to (a) change the start date of the of L.E.A.R.N. Charter School - 8<sup>th</sup> Campus from the fall of 2013 to the fall of 2014, (b) change the name of L.E.A.R.N. Charter School – East Garfield Park Campus to L.E.A.R.N. Charter School - Middle School Campus, (c) restrict the grades offered at L.E.A.R.N. Charter School - 7<sup>th</sup> Campus to grades K-5, (d) decrease the at capacity enrollment at L.E.A.R.N. Charter School - 7<sup>th</sup> Campus from 625 to 525 students, thereby decreasing the overall at capacity enrollment of the charter school by 100 to 4,692 students, (e) restrict the grades offered at L.E.A.R.N. Charter School - Middle School Campus to grades 6-8, (f) identify the independent facility at 3021 West Carroll as the location for L.E.A.R.N. Charter School - 7<sup>th</sup> Campus, and (g) restrict the grades offered at L.E.A.R.N. Charter School - Excel Campus to grades K-5. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This January 2014 amendment is necessary to ratify the authorization for L.E.A.R.N. Charter School to temporarily relocate (a) the L.E.A.R.N. Charter School - Middle School Campus and the L.E.A.R.N. Charter School - 7th Campus to 1628 West Washington Boulevard from September 25, 2013 to December 23, 2013, and (b) the L.E.A.R.N. Charter School - Excel Campus to 751 South Sacramento from September 23, 2013 to December 20, 2013. As of January 8, 2014, all three L.E.A.R.N. campuses have returned to their original location at the independent facility at 3021 West Carroll. The CEO asks that the Board grant a waiver from the Charter School Capital and Facility Budget Policy, 08-0326-PO1, since the temporary relocation of the three campuses was due to exigent circumstances. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This May 2014 amendment is necessary to authorize L.E.A.R.N Charter School to (a) change the grade structure at L.E.A.R.N. Charter School – Charles and Dorothy Campbell Campus from grades K-8 to K-5 beginning in the fall of 2014 and (b) change the start date of the L.E.A.R.N. Charter School – 8<sup>th</sup> Campus from the fall of 2014 to the fall of 2015. The authority granted herein shall automatically rescind in the event a written amended and restated Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended and restated agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

CHARTER SCHOOL: Lawndale Educational and Regional Network (L.E.A.R.N.) Charter School

212 S. Francisco Avenue Chicago, IL 60612 Phone: (773) 826-0370 Contact Person: Greg White

**OVERSIGHT:** 

Office of Innovation and Incubation 125 S. Clark Street, 10<sup>th</sup> Floor

Chicago, IL 60603 (773) 553-1530

Contact Person: Jack Elsey, Chief Officer

**ORIGINAL AGREEMENT:** The original Charter School Agreement (authorized by Board Report 01-0627-EX7) was for a term commencing July 15, 2001 and ending July 15, 2006. The agreement authorized the operation of a single facility charter school with enrollment not to exceed 400 students in grades Kindergarten through 8. The charter and Charter School Agreement were subsequently renewed for a term commencing July 16, 2006 and ending July 15, 2011 (authorized by Board Report 06-0222-EX14). The agreement authorized the operation of a single facility charter school serving no more than 450 students in grades Kindergarten through 8. The charter and Charter School Agreement were subsequently amended as follows:

- Board Report 06-1220-EX3: Approved the correction of the date of the renewal term for the Charter School Agreement.
- Board Report 07-1024-EX3: Approved the establishment of two new campuses, one to open in the fall of 2008 (Excel Campus) and one to open in the fall of 2009 (2009 Campus). Each campus would serve an at capacity enrollment of 600 students in grades Kindergarten through 8.
- Board Report 08-0423-EX8: Approved the location of the 2008 Campus (Excel Campus) at 2745
   W. Roosevelt Road.
- Board Report 08-0723-EX12: Approved the change in location of the 2008 Campus (Excel Campus) to 2401 W. Congress Parkway and the name of the 2008 Campus to the L.E.A.R.N. Charter School -- Excel Campus.
- Board Report 08-1217-EX3: Approved the change in name of the L.E.A.R.N. Charter School located at 1132 S. Homan Avenue to the L.E.A.R.N. Charter School – Romano Butler Campus.
- Board Report 09-0527-EX5: Approved the facility located at 212 S. Francisco as the location for the L.E.A.R.N. Charter School – 2009 Campus.
- Board Report 09-0923-EX3: Approved the change in at capacity enrollment of the Romano Butler Campus from 450 to 525 and for the entire charter from 1650 to 1725 students.
- Board Report 09-0923-EX3: Approved the establishment of two new campuses, one to open in the fall of 2010 (the South Chicago Campus) at 8914 S. Buffalo Avenue and the second to open in the fall of 2011 at 7110 S. Coles Avenue (2011 Campus). Each campus would serve an at capacity enrollment of 596 students in grades Kindergarten through 8. The at capacity enrollment for the entire charter school would be 2321 in the fall of 2010 and 2917 in the fall of 2011.
- Board Report 10-0623-EX10: Approved the modifications of at capacity enrollment of the Excel Campus from 600 to 525 and the Romano Butler Campus from 525 to 600 students.

CHARTER RENEWAL PROPOSAL: L.E.A.R.N. Charter School, Iric. submitted a renewal proposal on September 1, 2010, to continue the operation of the L.E.A.R.N. Charter School under a unified mission. The Charter School shall serve grades Kindergarten through 8 with a maximum student enrollment of 2917 students.

L.E.A.R.N. Charter School is authorized to operate a pre-kindergarten program in the same building as the charter school. The children enrolled in the pre-kindergarten will not be included in the enrollment of the charter school and the pre-kindergarten program will not be governed by the Charter School Agreement. To the extent the Board provides funding for the pre-kindergarten program, that program will be subject to a separate agreement with and separate funding authorized by the Office of Early Childhood Education. A material breach of any contract between the Board and L.E.A.R.N. Charter School for the operation of a pre-kindergarten program or the charter school may be treated as a breach of the other contract.

The agreement incorporates an accountability plan in which the school is evaluated by the Board each year based on numerous factors related to academic, financial and operational performance.

In March 2011, L.E.A.R.N. Charter School also submitted a material modification to identify the facility located at 1700 W. 83<sup>rd</sup> Street as the location for the 2011 Campus.

In August 2011, L.E.A.R.N. Charter School submitted a proposal to do the following: (a) establish a new elementary school campus to open in the fall of 2012 at a location to be determined, (b) increase the overall at capacity enrollment of the charter school by 625 to 3542 students in the fall of 2012, (c) establish two new elementary school campuses to open in the fall of 2013 at locations to be determined, and (d) increase the overall at capacity enrollment of the charter school by 1250 to 4792 students in the fall of 2013. The elementary school campus opening in the fall of 2012 (6<sup>th</sup> Campus) shall begin serving 260 students in grades K-3. In successive years, this campus will grow one grade at a time, until reaching a capacity of 625 students in grades K-8. The elementary school campuses opening in the fall of 2013 (7<sup>th</sup> Campus and 8<sup>th</sup> Campus) shall each begin serving 260 students in grades K-3. In successive years, each campus will grow one grade at a time, until reaching a capacity of 625 students in grades K-8.

A public hearing on these proposed changes was held on Tuesday, November 22, 2011. The hearing was recorded and a summary report of the hearing is available for review.

In November 2011, L.E.A.R.N. Charter School submitted a material modification to change the name of the L.E.A.R.N. Charter School - 5<sup>th</sup> Campus to the L.E.A.R.N. Charter School - Hunter Perkins Campus. A public hearing on the proposed change was held on Thursday, March 15, 2012. The hearing was recorded and a summary report is available for review.

In February 2012, L.E.A.R.N Charter School submitted a material modification to (a) identify the independent facility at 3021 West Carroll as the location for the L.E.A.R.N. Charter School – 6<sup>th</sup> Campus which is to open in the 2012-2013 school year and (b) change the name of that campus to L.E.A.R.N. Charter School – East Garfield Park Campus. A public hearing on these proposed changes was held on Thursday, March 15, 2012. The hearing was recorded and a summary report is available for review.

In February 2012, L.E.A.R.N Charter School submitted a material modification to (a) change the name of the L.E.A.R.N Charter School - 3<sup>rd</sup> Campus to the L.E.A.R.N Charter School - Charles and Dorothy Campbell Campus and (b) identify the independent facility at 3021 West Carroll as the new location for the L.E.A.R.N Charter School - Excel Campus in the 2013-2014 school year. A public hearing on these proposed changes was held on Thursday, March 15, 2012. The hearing was recorded and a summary report is available for review.

In July 2012, L.E.A.R.N. Charter School requested that the start date of the L.E.A.R.N. Charter School – East Garfield Park Campus be changed from the fall of 2012 to the fall of 2013.

In January 2013 L.E.A.R.N Charter School submitted a material modification to (a) change the start date of the of L.E.A.R.N. Charter School- 8<sup>th</sup> Campus from the fall of 2013 to the fall of 2014, (b) change the name of L.E.A.R.N. Charter School – East Garfield Park Campus to L.E.A.R.N. Charter School – Middle School Campus, (c) restrict the grades offered at L.E.A.R.N. Charter School – 7<sup>th</sup> Campus to grades K-5, (d) decrease the at capacity enrollment at L.E.A.R.N. Charter School – 7<sup>th</sup> Campus from 625 to 525 students, thereby decreasing the overall at capacity enrollment of the charter school by 100 to 4,692 students, (e) restrict the grades offered at L.E.A.R.N. Charter School – Middle School Campus to grades 6-8, (f)) identify the independent facility at 3021 West Carroll as the location for L.E.A.R.N. Charter School – 7<sup>th</sup> Campus, and (g) restrict the grades offered at L.E.A.R.N. Charter School – Excel Campus to grades K-5. A public hearing on the proposed changes was held on Monday, April 15, 2013. The hearing was recorded and a summary report is available for review.

In September 2013, L.E.A.R.N. Charter School requested to temporarily relocate the L.E.A.R.N. Charter School - Excel Campus, L.E.A.R.N. Charter School - Middle School Campus and L.E.A.R.N. Charter School - 7<sup>th</sup> Campus due to exigent circumstances at its facility at 3021 W. Carroll. The CPS Facility Department worked to assist L.E.A.R.N. Charter School in identifying a facility at 751 S. Sacramento as a temporary location for the L.E.A.R.N. Charter School - Excel Campus from September 23, 2013 to December 20, 2013. The CPS Facility Department also worked to identify a facility at 1628 W. Washington Boulevard as a temporary location for the L.E.A.R.N. Charter School - Middle School Campus and the L.E.A.R.N. Charter School - 7<sup>th</sup> Campus from September 25, 2013 to December 23, 2013.

As of January 8, 2014, all three L.E.A.R.N. campuses have returned to their original location at the independent facility at 3021 W. Carroll.

In February 2014, L.E.A.R.N. Charter School submitted a material modification to (a) change the grade structure at L.E.A.R.N. Charter School – Charles and Dorothy Campbell Campus from grades K-8 to K-5 beginning in the fall of 2014 and (b) change the start date of the L.E.A.R.N. Charter School – 8<sup>th</sup> Campus from the fall of 2014 to the fall of 2015. A public hearing on the proposed changes was held on Wednesday, May 14, 2014. The hearing was recorded and a summary report is available for review.

	Year		At Capacity	2010 – 2011	At Capacity
Campus Name	Opened	Address	Grades	Enrollment	Enroilment
Romano Butler		1132 S.		[	
Campus	2001	Homan	K-8	583	600
		751 S.			
		Sacramento (9/2013 to			
Į		12/2013 (0			
		3021 W.			
ļ		Carroll		1	
		(As of			
		1/2014)			
Excel Campus	2008	-	K-5	339	525
Charles and					
Dorothy		[		1	•
Campbell		212 S.	K-8		
Campus	2009	Francisco	<u>K-5</u>	326	600
South Chicago	2040	8914 S.	14.0	040	
Campus Hunter Perkins	2010	Buffalo 1700 W. 83 <sup>rd</sup>	K-8	216	596
Campus	2011	Street	K-8	236 (in the fall of 2011)	596
Campus	2011	1628 W.	N-0	Iall Of 2011)	290
1		Washington		1	
		Blvd. (9/2013			
		to 12/2013)			
		3021 W.		.]	
		Carroll			
		(As of			
Middle School	0010	1/8/2014)		260 (in the	
Campus	2013	4000 114	6-8	fall of 2013)	625
1	İ	1628 W. Washington	'	]	
i		Bivd.	'		
		(10/2013 to			
		12/2013)		1	
		3021 W.			
1		Carroll			
_th_		(As of		260 (in the	
7 <sup>th</sup> Campus	2013	1/2014)	K-5	fall of 2013)	525
ļ				260 (in the	
	2014			260 (in the fall of 2014	
8 <sup>th</sup> Campus	2015	TBD	K-8	2015)	625

CONTINGENT APPROVAL: Approval to open one new elementary school campus in the fall of 2012 and two new elementary school campuses in the fall of 2013 and the execution of the amendments to the Charter School Agreement are contingent upon a final review and approval of the new elementary school proposals, an assessment of the District's need for these charter school campuses based upon demographics and student demands, evidence of community support, any required subsequent public hearings, and Board approval of the proposed school sites. Approval of the 2012 and 2013 campuses is also contingent upon the school operator meeting benchmarks established by the Office of Innovation and Incubation. These benchmarks will be communicated to the school operator in a formal Letter of Conditions with all deadlines to be met by March 15, 2012 for the 2012 campus, and March 15, 2013 for 2013 campuses. The Office of Innovation and Incubation will oversee the enforcement of these deadlines; failure to meet these deadlines may, at the option of the Board, result in the rescission of the authority granted herein and the denial of the approval to open these new campuses. A final review of these new campus proposals will be conducted by the Chief Executive Officer on or before April 15, 2012 for the 2012 campus, and April 15, 2013 for 2013 campuses to determine final approval or denial of the new campus proposals. The CEO's recommendation to approve the new elementary school campuses will be subject to Board approval as indicated by subsequent amendments to this Board Report.

All sites for the 2012 and 2013 campuses must be located in high need or overcrowded communities.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of New Schools conducted a comprehensive evaluation of L.E.A.R.N. Charter School's performance and operations. This evaluation included a review of the proposal, facilities surveys, financial and governance analyses, and site visit of the school in which teaching and learning, leadership and governance, learning community and services for ELL students and students with special needs were assessed. A public hearing was conducted on Thursday, March 10, 2011 to receive public comment on the application to renew the Charter School Agreement with L.E.A.R.N. Charter School for an additional five years. In addition, the Office of New Schools evaluated the school's student performance. From 2006-2007 to 2009-2010, L.E.A.R.N. Charter School received 16 out of 24 high ratings and 6 out of 24 middle ratings on their absolute student indicators found in the framework put forth by the district for assessing charter school pupil performance. From 2006-2007 to 2009-2010, (L.E.A.R.N.) Charter School's student attendance averaged 95.8%. In 2010, the percentage of students meeting/exceeding state standards on the ISAT Composite was 83.1%, an increase of 14.6 percentage points from 2006-2007. The committee recommends that, based on the school's performance on these and other accountability criteria, L.E.A.R.N. Charter School be authorized to continue operating as a charter school.

**RENEWAL TERM:** The term of L.E.A.R.N. Charter School's charter and agreement is being extended for a five (5) year term commencing July 1, 2011 and ending June 30, 2016.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written amended and restated Charter School Agreement, and amendment, which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the written amended and restated Charter School Agreement and amendment. Authorize the Senior Executive Director of the Office of New Schools Innovation and Incubation to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed amended and restated Charter School Agreement to the Illinois State Board of Education for certification.

LSC REVIEW: Approval of Local School Councils is not applicable to this report.

**FINANCIAL:** The financial implications will be addressed during the development of the 2014-2015 fiscal year budgets. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY14 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

#### **GENERAL CONDITIONS:**

Inspector General - Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, 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.

Indebtedness - The Board's indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

# 14-0528-EX8

#### **AMEND BOARD REPORT 14-0122-EX18**

CONSIDERATION OF A PROPOSAL FOR CHARTER AND CHARTER SCHOOL AGREEMENT SUBMITTED BY GREAT LAKES ACADEMY, INC., AN ILLINOIS NOT-FOR-PROFIT CORPORATION

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

Consideration of a proposal for charter and Charter School Agreement submitted by Great Lakes Academy, Inc., an Illinois not-for-profit corporation. If approved, the term of the Charter School Agreement would be for a five-year period, beginning July 1, 2014. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board by June 30, 2014. The agreement presented for consideration herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this matter is stated below.

This May 2014 amendment is necessary to (a) authorize the final approval of this charter school proposal, (b) authorize the disbursement of one-time incubation and startup funds to Great Lakes Academy, Inc. for the new charter school, and (c) identify the independent facility at 8401 S. Saginaw Avenue as the location of the charter school. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

SCHOOL OPERATOR: Great Lakes Academy, Inc.

415 E. North Water Street, Apartment 604W

Chicago, Illinois 60611-5613 Phone: 773-599-3614

Contact: Katherine Myers, Executive Director

CHARTER SCHOOL: Great Lakes Academy Charter School

Location To Be Determined 8401 S. Saginaw Avenue Chicago, IL 60617 Phone: 773-599-3614

Contact: Katherine Myers, Executive Director

OVERSIGHT:

Office of Innovation and Incubation

125 S. Clark, 10<sup>th</sup> Floor Chicago, IL 60603 773-553-1530

Contact Person: Jack Elsey, Chief Officer

**DESCRIPTION:** The Charter Schools Law (105 ILCS 5/27A-1 et seq., as amended) provides that up to 70 charter schools may be operated in the City of Chicago. Proposals to operate charter schools are submitted to the Board for evaluation pursuant to the standards set forth in 105 ILCS 5/27A-8, and the Board convenes a public meeting to obtain information to assist in its decision to grant or deny each proposal and report its action to the Illinois State Board of Education. The State Board determines whether the approved charter school proposal and the proposed contract satisfy the provisions of the Charter Schools Law and, if so, certifies the charter school.

CHARTER APPLICATION PROPOSAL: The Great Lakes Academy Charter School (Great Lakes Academy) proposal was submitted by Great Lakes Academy, Inc. and received by the Board in two tiers: a Tier 1 proposal was due in September 2013, and a Tier 2 proposal completed the proposal in accordance with the Charter Schools Law in December 2013. Great Lakes Academy's mission is to prepare K-8 students to excel in high school and college, and live a life of great opportunity through rigorous academics and development of character. Great Lakes Academy's school model draws from the best practices at the highest performing schools serving low-income, urban students across the country, focusing on recruiting, hiring, coaching, and retaining outstanding classroom teachers; building a fiercely positive school culture that holds staff and students to high expectations through positive reinforcement, a focus on foundational literacy and mathematics instruction; an extended school day; and promoting a safe and secure school environment with clear directions and structures. The school is slated to open in the fall of 2014 serving a maximum of 128 students in grades K-1. The school will add grades in subsequent years with an at capacity enrollment of 576 students in grades K-8. The school will be located at a location to be determined. A community meeting and a public hearing on charter school submissions submitted in 2013 were held on December 16, 2013 and January 7, 2014, respectively. On January 22, 2014, the Board provided contingent approval of the proposal (Board Report 14-0122-EX18) upon Great Lakes Academy, Inc. identifying a facility.

If approved, the identification of a facility will be required to be submitted to the Board for consideration.

In April 2014, Great Lakes Academy, Inc. identified the independent facility at 8401 S. Saginaw Avenue as the location for Great Lakes Academy Charter School. A public hearing on the proposed facility was held on Tuesday, May 13, 2014. The hearing was recorded and a summary report is available for review.

**TERM:** If approved, the term of the Great Lakes Academy charter and agreement shall commence July 1, 2014 and end June 30, 2019.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement. Authorize the President and Secretary to execute the written Charter School Agreement. Authorize the Senior Director of the Office of New Schools Innovation and Incubation to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification. Authorize the Chief Innovation and Incubation Officer to execute any documents related to the disbursement of the one-time incubation and startup funds for the Great Lakes Academy Charter School.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

AFFIRMATIVE ACTION: Not applicable.

INCUBATION: Upon final approval of this charter school proposal and the submission of an Incubation Budget Plan by Great Lakes Academy, Inc., the Board will disburse an amount not to exceed \$160,000 in incubation funding for the Great Lakes Academy Charter School. The use of the funding will be outlined by the Office of Innovation and Incubation.

STARTUP FUNDING: Upon the execution of the Charter School Agreement with Great Lakes Academy, Inc., the Board will disburse an amount not to exceed \$346,939 in startup funding for Great Lakes Academy Charter School. The use of the funding will be outlined by the Office of Innovation and Incubation.

**FINANCIAL:** The financial implications will be addressed during the development of the 2014-2015 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY15 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

#### **GENERAL CONDITIONS:**

Inspector General - Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, 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.

Indebtedness - The Board's indebtedness Policy adopted June 26, 2006 (96-0626-P03), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics — The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time shall be incorporated into and made a part of the agreement.

#### 14-0528-EX9

#### WITHDRAWN

#### APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH 21st CENTURY URBAN SCHOOLS, INC. (ALAIN LOCKE CHARTER SCHOOL)

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve the renewal of the Charter School Agreement with 21st Century Urban Schools, Inc. for an additional five-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

SCHOOL OPERATOR: 21st Century Urban Schools, Inc.

833 W. Jackson Blvd, 8th Floor Chicago, Illinois 60607 Phone: 866-625-7107

Contact Person: Claire Hartfield

CHARTER SCHOOL: Alain Locke Charter School

3141 W. Jackson Boulevard Chicago, IL 60612 Phone: (773) 265-7230

Contact Person: Patrick Love, Principal

Office of Innovation and Incubation 125 S. Clark Street, 10<sup>th</sup> Floor **OVERSIGHT:** 

Chicago, IL 60603 (773) 553-1530

Contact Person: Jack Elsey, Chief Officer

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 97-1217-EX2) was for a term commercing July 1, 1998 and ending June 30, 2004, and authorized the operation of a charter school serving no more than 750 students in grades K through 12. The charter and Charter School Agreement were subsequently renewed for a term commencing July 1, 2004 and ending June 30, 2009 (authorized by Board Report 04-0225-EX2). The charter and Charter School Agreement were then renewed for a term commencing July 1, 2009 and ending June 30, 2014 (authorized by Board Report 09-0422-EX5) serving no more than 617 students in grades K through 8. The charter and Charter School Agreement were subsequently amended as follows:

Board Report 10-1215-EX3: Approved the correction of the name of the Alain Locke Charter Academy Charter School to the Alain Locke Charter School.

CHARTER RENEWAL PROPOSAL: 21st Century Urban Schools, Inc. submitted a renewal proposal on September 3, 2013 to continue the operation of Alain Locke Charter School (Alain Locke). The charter school shall be located at 3141 W. Jackson Boulevard and shall serve grades K through 8 with a maximum enrollment of 617 students.

The agreement will incorporate an accountability plan in which the charter school is evaluated by the Board each year based on numerous factors related to its academic, financial and operational performance.

If 21st Century Urban Schools, Inc. is authorized to operate a pre-kindergarten program in the same building as the charter school, the children enrolled in the pre-kindergarten will not be included in the enrollment of the charter school and the pre-kindergarten program will not be governed by the Charter School Agreement. To the extent the Board provides funding for the pre-kindergarten program, that program will be subject to a separate agreement with and separate funding authorized by the Office of Early Childhood Education. A material breach of any contract between the Board and 21st Century Urban Schools, Inc. for the operation of a pre-kindergarten program or the charter school may be treated as a breach of the other contract.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of New Schools within the Office of Innovation and Incubation conducted a comprehensive evaluation of Alain Locke's academic performance, financial viability, and legal and contract compliance. This evaluation included a review of the proposal, academic results, financial analysis, governance documents, parental issues, facilities surveys, and special education documentation. A public hearing was held on May 13, 2014 for charter schools going through renewals to receive public comments, including Alain Locke. The committee recommends that, based on the school's performance on these and other accountability criteria, Alain Locke be authorized to continue operating as a charter school.

RENEWAL TERM: The term of Alain Locke's charter and agreement is being extended for a five (5) year term commencing July 1, 2014 and ending June 30, 2019.

**ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions are included as an attachment to the Charter School Agreement with 21<sup>st</sup> Century Urban Schools, Inc.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement. Authorize the President and Secretary to execute the written Charter School Agreement. Authorize the Senior Director of the Office of Innovation and Incubation to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

**FINANCIAL:** The financial implications will be addressed during the development of the 2015 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY14 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

The Board Secretary noted for the record that Board Report 14-0528-EX9 will be Withdrawn from Agenda.

#### 14-0528-EX10

# AUTHORIZE THE GRANTING OF A CHARTER AND ENTERING INTO A CHARTER SCHOOL AGREEMENT WITH FOUNDATIONS COLLEGE PREPARATORY SCHOOL, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Authorize the granting of a charter and entering into a Charter School Agreement with Foundations College Preparatory School for a five-year period. The Charter School Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

SCHOOL OPERATOR: Foundations College Preparatory School

1233 W. 109<sup>th</sup> Street Chicago, Illinois 60643 Phone: 773-413-8193

Contact: Micki O'Neil, Executive Director

CHARTER SCHOOL: Foundations College Preparatory Charter School

1233 W. 109<sup>th</sup> Street Chicago, Illinois 60643 Phone: 773-413-8193

Contact: Micki O'Neil, Executive Director

**OVERSIGHT:** 

Office of Innovation and Incubation

125 S. Clark, 10<sup>th</sup> Floor Chicago, IL 60603 773-553-1530

Contact Person: Jack Elsey, Chief Officer

**DESCRIPTION:** The Charter Schools Law (105 ILCS 5/27A-1 et seq., as amended) provides that up to 70 charter schools may be operated in the City of Chicago. Proposals to operate charter schools are submitted to the Board for evaluation pursuant to the standards set forth in 105 ILCS 5/27A-8, and the Board convenes a public meeting to obtain information to assist in its decision to grant or deny each proposal and report its action to the Illinois State Board of Education. The Illinois State Board of Education determines whether the approved charter school proposal and the proposed contract satisfy the provisions of the Charter Schools Law and, if so, certifies the charter school.

CHARTER APPLICATION PROPOSAL: The Foundations College Preparatory Charter School (Foundations Charter School) proposal was submitted by Foundations College Preparatory School and received by the Board in August 2012. Foundations Charter School's mission is to empower underserved youth to thrive in college and life by teaching them to think critically, live with honor and strive for their personal best. The school also aims to develop the foundational knowledge, tools and sustainable systems to support successful replication of the Foundations Charter School model and broader change beyond the school's walls. The Foundations Charter School model is designed to meet the holistic educational needs of the school's target population. The educational program will build strong foundational skills, emphasize critical thinking, and meet students' individual academic and socio-emotional needs. The school will utilize a 6-12 college preparatory curriculum to address foundational academic gaps and instill strong work habits and values to prepare students for the upper grades. The school also has an innovative approach to designing the school day, which uses varied class sizes and structures to best fit instructional objectives and teacher capabilities, and incorporates technology to more effectively utilize strong teachers. The school is slated to open in the fall of 2014 serving a maximum of 170 students in grades 6 and 7. The school will add grades in subsequent years with an at capacity enrollment of 900 students in grades 6-12. Public hearings on charter school submissions submitted in 2012, as required by statute, were held on December 13, 2012 and January 18, 2013. On January 23, 2013, the Board provided contingent approval of the proposal (Board Report 13-0123-EX4) upon the school operator meeting benchmarks identified by the Office of Innovation and Incubation including the identification of a school site, the change in grade structure of the school so that year one was for middle grades only, the principal enrolling in a mentorship /training program that develops high school leaders, and the expansion of the board to directors with demonstrated development/fundraising capacity. The CEO determined that Foundations College Preparatory School met those contingencies.

In March 2014, Foundations College Preparatory School identified the independent facility at 1233 W. 109<sup>th</sup> Street as the location for the charter school, which will open in the fall of 2014. A public hearing on the final proposal was held on Tuesday, May 13, 2014. The hearing was recorded and a summary report is available for review.

**TERM:** The term of the Foundations Charter School charter and agreement shall commence July 1, 2014 and end June 30, 2019.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement. Authorize the President and Secretary to execute the written Charter School Agreement. Authorize the Senior Director of the Office of Innovation and Incubation to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification. Authorize the Chief Innovation and Incubation Officer to execute any documents related to the disbursement of the one-time incubation and startup funds for the Foundations Charter School.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

AFFIRMATIVE ACTION: Not applicable.

**INCUBATION:** Upon final approval of this charter school proposal and the submission of an Incubation Budget Plan by Foundations College Preparatory School, the Board will disburse an amount not to exceed \$160,000 in incubation funding for Foundations Charter School. The use of the funding will be outlined by the Office of Innovation and Incubation.

STARTUP FUNDING: Upon the execution of the Charter School Agreement with Foundations College Preparatory School, the Board will disburse an amount not to exceed \$383,479 in startup funding for Foundations Charter School. The use of the funding will be outlined by the Office of Innovation and Incubation.

**FINANCIAL:** The financial implications will be addressed during the development of the 2014-2015 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY15 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

#### **GENERAL CONDITIONS:**

Inspector General - Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, 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.

Indebtedness - The Board's indebtedness Policy adopted June 26, 2006 (96-0626-P03), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics — The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time shall be incorporated into and made a part of the agreement.

#### 14-0528-EX11

#### AMEND BOARD REPORT 14-0226-EX11

APPROVE THE RENEWAL OF THE SCHOOL MANAGEMENT AND PERFORMANCE AGREEMENT WITH CHICAGO HIGH SCHOOL FOR THE ARTS, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve the renewal of the School Management and Performance Agreement with Chicago High School for the Arts, an Illinois not-for-profit corporation, for the operation of the Chicago High School for the Arts. The School Management and Performance Agreement with Chicago High School for the Arts will be renewed for an additional 5-year period. A new School Management and Performance Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written School Management and Performance Agreement is not executed by the Board and the school operator within 120 days of the date of this Board Report. Information pertinent to this renewal is stated below.

This May 2014 amendment is necessary to revise Chicago High School for the Arts' screening and talent audition process for applicants desiring to enroll in the contract school. The authority granted herein shall automatically rescind in the event a written amendment to the School Management and Performance Agreement is not executed by the Board and the school operator within 120 days of the date of this amended Board Report.

SCHOOL OPERATOR: Chicago High School for the Arts, an Illinois not-for-profit corporation

111 E. Wacker Drive, Suite 1400 2714 W. Augusta Boulevard

Chicago, Illinois 60601 60622

Phone: (847) 441-6272 (773) 534-9710

Contact Person: Jose Ochoa, Executive Director

CONTRACT SCHOOL: Chicago High School for the Arts

2714 W. Augusta Boulevard Chicago, IL 60622

Phone: (773) 534-9710

Contact Person: Gia Orr, Principal

**OVERSIGHT:** 

Office of Innovation and Incubation 125 S. Clark, 10<sup>th</sup> Floor

125 S. Clark, 10<sup>st</sup> F Chicago, IL 60603 (773) 553-1530

Contact Person: Jack Elsey, Chief Officer

**ORIGINAL AGREEMENT**: The original School Management and Performance Agreement (07-1024-EX12) was for a term commencing July 1, 2009 and ending June 30, 2014 and authorized the operation of a contract school serving no more than 600 students in grades 9 through 12. The contract school was designated as an alternative school pursuant to 105 ILCS 5/34-2.4b. The School Management and Performance Agreement was subsequently amended as follows:

- Board Report 08-1022-EX6: Approved the establishment of the screening and talent audition
  process for applicants desiring to enroll in the contract school which opened in the fall of 2009, as
  well as updated benchmark deadline dates for the contract school.
- Board Report 09-0527-EX4: Approved the location of the contract school to a CPS facility at 3200
   S. Calumet Avenue in the fall of 2009.
- Board Report 10-0224-EX16: Approved the relocation of the contract school to a CPS facility at 2714 W. Augusta Boulevard beginning in the fall of 2011.
- Board Report 11-0622-EX4: Approved the withdrawal of the school location at 2714 W. Augusta Boulevard and relocation of the contract school to a CPS facility known as Doolittle West, located at 521 E. 35<sup>th</sup> Street beginning in the fall of 2011.

CONTRACT RENEWAL PROPOSAL: Chicago High School for the Arts submitted a renewal proposal on September 3, 2013, to continue the operation of Chicago High School for the Arts (ChiArts). The contract school shall serve grades 9 through 12 with a maximum enrollment of 600 students.

In February 2014, the CEO recommended to the Board that the Chicago High School for the Arts relocate to the CPS facility at 2711 W. Augusta Boulevard, beginning in the fall of 2014.

The agreement will incorporate an accountability plan in which the contract school is evaluated by the Board each year based on numerous factors related to academic, financial and operational performance.

The Office of Access & Enrollment has delegated authority from the Chief Executive Officer to formulate and issue guidelines to effectively administer applications for enrollment to provide consistency across the district but in recognition of the school's unique enrollment process.

CONTRACT EVALUATION: After receiving the contract renewal proposal, the Office of New Schools within the Office of Innovation and Incubation conducted a comprehensive evaluation of ChiArts's academic performance, financial viability, and legal and contract compliance. This evaluation included a review of the proposal, academic results, financial analysis, governance documents, parental issues, facilities surveys, and special education documentation. A public hearing was held on February 19, 2014 for all schools going through renewals to receive public comments, including ChiArts. The committee recommends that, based on the school's academic performance and on other accountability criteria, as well as the school's demonstration of intent to satisfy the below "Additional Terms and Conditions", ChiArts be authorized to continue operating as a contract school.

**RENEWAL TERM:** The term of the School Management and Performance Agreement is being extended for a five (5) year term commencing July 1, 2014 and end June 30, 2019.

ADDITIONAL TERMS AND CONDITIONS: One additional term and condition which is included as an attachment to the School Management Agreement with the Chicago High School for the Arts is as follows:

Based on each year's Financial Audit, the Contract School, at a minimum, must have scores of 3
for the following categories: Reporting: Budget, Reporting: Quarterly Statements, Reporting:
Audit, Reporting: Federal/State/CPS Compliance Document Submissions, Financial Controls:
Annual Audit, and Financial Condition and Budget: Budget.

**COMPENSATION:** Chicago High School for the Arts will continue to be paid on a per-pupil basis for the operation of ChiArts.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the school operator, in the written School Management and Performance Agreement and amendment. Authorize the President and Secretary to execute the written School Management and Performance Agreement and amendment.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

**FINANCIAL:** The financial implications will be addressed during the development of the 2014-2015 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY14 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

**PERSONNEL IMPLICATIONS:** As a contract school, Chicago High School for the Arts will continue to employ its own principal, teachers and staff.

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

#### 14-0528-EX12

#### **AMEND BOARD REPORT 14-0226-EX12**

APPROVE THE RENEWAL OF THE SCHOOL MANAGEMENT AND PERFORMANCE AGREEMENT WITH CHICAGO TECH ACADEMY (F/K/A CENTER FOR POLYTECHNICAL EDUCATION, INC.), AN ILLINOIS NOT-FOR-PROFIT CORPORATION

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve the renewal of the School Management and Performance Agreement with Chicago Tech Academy (f/k/a Center for Polytechnical Education, Inc.), an Illinois not-for-profit corporation, for the

operation of Chicago Technology Academy High School on a contingent basis. If approved, the School Management and Performance Agreement with Chicago Tech Academy will be renewed for an additional one-year period. Approval will be contingent as detailed below. The authority granted herein shall automatically rescind in the event a written School Management and Performance Agreement is not executed by the Board and the school operator within the time specified in an amended Board Report granting full approval of the contract renewal proposal. Information pertinent to this matter is stated below.

This May 2014 amendment is necessary to authorize the final approval of this renewal proposal. The authority granted herein shall automatically rescind in the event a written School Management and Performance Agreement is not executed by the Board and the school operator within 120 days of the date of this amended Board Report.

SCHOOL OPERATOR: Chicago Tech Academy (f/k/a Center for Polytechnical Education, Inc.)

3411 W. Diversey, Suite 10 Chicago, Illinois 60647

Phone: (773) 278-5418, ext. 15

Contact Person: Todd Thibodeau, President

CONTRACT SCHOOL: Chicago Technology Academy High School

1301 W. 14<sup>th</sup> Street Chicago, IL 60608 Phone: (773) 534-7755

Contact Person: Matthew Hancock, Executive Director

OVERSIGHT: Office of Innovation and Incubation

125 S. Clark, 10<sup>th</sup> Floor Chicago, IL 60603 (773) 553-1530

Contact Person: Jack Elsey, Chief Officer

**ORIGINAL AGREEMENT**: The original School Management and Performance Agreement (08-1022-EX15) was for a term commencing July 1, 2009 and ending June 30, 2014 and authorized the operation of a contract school serving no more than 600 students in grades 9 through 12. The School Management and Performance Agreement was subsequently amended as follows:

- Board Report 09-0325-EX6: Approved the location of the contract school to the independent facility at 1301 W. 14<sup>th</sup> Street.
- Board Report 11-0928-EX3: Approved the change of the name of the contract school from the Chicago Academy for Advanced Technology to the Chicago Technology Academy High School.

CONTRACT RENEWAL PROPOSAL: Chicago Tech Academy submitted a renewal proposal on September 3, 2013, to continue the operation of Chicago Technology Academy High School (Chicago Tech). The contract school currently serves grades 9 through 12 with a maximum enrollment of 600 students.

The agreement will incorporate an accountability plan in which the contract school is evaluated by the Board each year based on numerous factors related to academic, financial and operational performance.

CONTRACT EVALUATION: After receiving the contract renewal proposal, the Office of New Schools within the Office of Innovation and Incubation conducted a comprehensive evaluation of Chicago Tech's academic performance, financial viability, and legal and contract compliance. This evaluation included a review of the proposal, academic results, financial analysis, governance documents, parental issues, facilities surveys, and special education documentation. A public hearing was held on February 19, 2014 for all schools going through renewals to receive public comments, including Chicago Tech. The committee recommends that, based on the school's performance on these and other accountability criteria, as well as successful completion of the contingencies included below, Chicago Tech be authorized to continue operating as a contract school.

**RENEWAL TERM:** The term of the School Management and Performance Agreement is being extended for a one (1) year term commencing July 1, 2014 and end June 30, 2015.

CONTINGENT APPROVAL: Final approval of this renewal proposal is contingent upon Chicago Tech Academy submitting responses regarding improvement of the board's capacity to oversee and deliver a high quality academic program including, but not limited to: expanding the board's membership to increase academic expertise and identifying an educational management organization (EMO) with a proven track record of driving student academic achievement with similar student populations by May 7, 2014. The specifics regarding these contingencies and the requested submission will be communicated by the Chief Executive Officer or her designee to Chicago Tech Academy in a formal Letter of Conditions. The Board hereby directs the Chief Executive Officer or her designee to monitor the deadlines set forth in the Letter of Conditions, oversee the evaluation of the submission by Chicago Tech Academy, and provide a written report regarding compliance with the Letter of Conditions to the Board by May 15, 2014. Thereafter, this will be re-presented to the Board for a determination regarding whether the contingencies have been satisfied. Failure to meet these contingencies according to the terms set forth in the Letter of Conditions may, at the option of the Board, result in the rescission of the authority granted herein.

In May 2014, Chicago Tech Academy submitted materials in response to the contingencies for final approval of this proposal. The CEO reviewed materials and determined that Chicago Tech Academy met the contingencies stated in the Letter of Conditions. A public hearing on the proposed renewal was held on Tuesday, May 13, 2014. The hearing was recorded and a summary report is available for review.

ADDITIONAL TERMS AND CONDITIONS: Additional terms and conditions which are included as an attachment to the School Management and Performance Agreement with Chicago Tech Academy are as follows:

- By August 1, 2014, the Contract School must submit to the Office of Innovation & Incubation a strategic academic improvement plan, with clear and measurable milestones and end of school year 2014-2015 outcomes.
- Quarterly, the Contract School's Academic Excellence Committee must convene meetings to
  evaluate progress against its strategic academic improvement plan. No later than ten (10)
  business days after each meeting, the Contract School must submit to the Office of Innovation &
  Incubation a copy of the minutes and additional documentation including, but not limited to, a
  quantitative review of student performance aligned with strategic academic goals, and a
  qualitative review of student performance with the management organization and school
  leadership.

**COMPENSATION:** Chicago Tech Academy will continue to be paid on a per-pupil basis for the operation of Chicago Tech.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the school operator, in the written School Management and Performance Agreement. Authorize the President and Secretary to execute the written School Management and Performance Agreement.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

**FINANCIAL:** The financial implications will be addressed during the development of the 2014-2015 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY14 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

**PERSONNEL IMPLICATIONS:** As a contract school, Chicago Tech Academy will continue to employ its own principal, teachers and staff.

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

#### 14-0528-EX13

#### WITHDRAWN

AUTHORIZE THE ESTABLISHMENT OF EXCEL ACADEMY SOUTHWEST AND ENTERING INTO A SCHOOL MANAGEMENT AND PERFORMANCE AGREEMENT WITH CAMELOT ALT ED-ILLINOIS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Authorize the establishment of Excel Academy Southwest at 6416 South Washtenaw Avenue, and approve entering into a School Management and Performance Agreement with Camelot Alt Ed-Illinois, LLC, an Illinois limited liability company, for the operation of Excel Academy Southwest. A written School Management and Performance Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written School Management and Performance Agreement is not executed by the Board and the school operator within 120 days of the date of this Board Report. Information pertinent to this matter is stated below.

SCHOOL OPERATOR: Camelot Alt Ed-Illinois, LLC

7500 Rialto Blvd Building 1, Suite 260 Austin, TX 78735 Phone: (512) 858-9900 Contact Person: Joseph Carter

CONTRACT SCHOOL: Excel Academy Southwest

6416 S. Washtenaw Avenue Chicago, IL 60637 Phone: (512) 858-9900 Contact Person: Joseph Carter

**OVERSIGHT:** 

Office of Innovation and Incubation

125 S. Clark, 10<sup>th</sup> Floor Chicago, IL 60603 773-553-1530

Contact Person: Jack Elsey, Chief Officer

#### DESCRIPTION:

School Designation: Pursuant to 105 ILCS 5/34-1.1, 105 ILCS 5/34-18(30) and the contingent authority granted by the Board on June 26, 2013 in Board Report 13-0626-EX3, Excel Academy Southwest will open in the fall of 2014 as a Contract School located at 6416 S. Washtenaw Avenue. The Board hereby designates the Excel Academy Southwest as a Contract School pursuant to 105 ILCS 5/34-2.4b.

<u>Public Hearing</u>: A public hearing on the opening of the Excel Academy Southwest as a Contract School at 6416 South Washtenaw Avenue was held on May 20, 2014 in the Board Chambers. The hearing was recorded and a summary report of the hearing is available for review.

Request for Proposals: In January 2013, the CEO made available the Request for Proposals for Alternative Options ("RFP") to solicit responses from parties interested in starting or expanding schools or programs to serve out-of-school youth or students at-risk of academic failure. The Excel Academy Southwest proposal was submitted by Camelot Alt Ed-Illinois, LLC in response to that RFP. The proposal was evaluated using the criteria pursuant to the Framework for Evaluation set forth in the RFP and on June 26, 2013, the Board provided contingent approval of the proposal (Board Report 13-0626-EX3) upon the school operator meeting the benchmark identified by the Office of Innovation and Incubation which was the identification of a school site. The CEO determined that Camelot Alt Ed-Illinois, LLC met that contingency.

Enrollment: Excel Academy Southwest will be a citywide school that will enroll students in grades 9-12 who are having challenges in the normal school setting or who may have dropped out of school or are atrisk of dropping out. Students will be admitted on an ongoing basis provided that seats are available. If there are more applicants than seats available, applicants will be placed on a waiting list and a random student admissions lottery will be conducted on a quarterly basis. Excel Academy Southwest will accept enrollment for up to 375 students who will be recruited by the school for placement with the assent of the Office of Innovation and Incubation.

<u>Curriculum</u>: Excel Academy Southwest will provide an alternative education program focused on youth who are at-risk or have dropped out of a traditional school. The program shall be designed to prepare students for graduation from high school and provide a post-secondary path. Excel Academy Southwest will issue diplomas to students who successfully complete the program in accordance with state and CPS requirements.

Advisory Body: A school advisory body will be established in a timely manner pursuant to 105 ILCS 5/34-2.4b in the following manner: the CEO or her designee in consultation with Camelot Alt Ed-Illinois, LLC shall develop the composition and duties of the advisory body for approval by the Board. Such requirements shall be included in the agreement with Camelot Alt Ed-Illinois, LLC. The members of the advisory body will be appointed by the Board upon the recommendation of the CEO or her designee.

School Management Description: At a minimum, the School Management and Performance Agreement will address student academic outcomes and financial and management practices of the school and shall reflect resolution of any and all outstanding issues between the Board and the school operator including, but not limited to, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations. In accordance with Board policy, contract schools may request exemptions from Board Rules and Policies or alternative policies subject to and upon Board approval.

<u>Term:</u> The term of the School Management and Performance Agreement shall commence July 1, 2014 and end June 30, 2019. Camelot Alt Ed-Illinois, LLC and the Excel Academy Southwest's designation as a Contract School will expire on June 30, 2019 unless renewed or terminated earlier by the Board.

**COMPENSATION:** Camelot Alt Ed-Illinois; LLC will be paid on a per-pupil basis for the operation of the Excel Academy Southwest.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the school operator, in the written School Management and Performance Agreement. Authorize the President and Secretary to execute the written School Management and Performance Agreement. Authorize the Chief Innovation and Incubation Officer to

execute any documents related to the disbursement of the one-time incubation and startup funds for the Excel Academy Southwest.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

AFFIRMATIVE ACTION: Not applicable.

**INCUBATION:** Upon the final approval of this contract school proposal and the submission of an Incubation Budget Plan by Camelot Alt Ed-Illinois, LLC, the Board will disburse an amount not to exceed \$160,000 in incubation funding for the Excel Academy Southwest. The use of the funding will be outlined by the Office of Innovation and Incubation.

**STARTUP FUNDING:** Upon the execution of the School Management and Performance Agreement with Camelot Alt Ed-Illinois, LLC, the Board will disburse an amount not to exceed \$636,079 in startup funding for Excel Academy Southwest. The use of the funding will be outlined by the Office of Innovation and Incubation.

**FINANCIAL:** The financial implications will be addressed during the development of the 2014-2015 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY14 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

**PERSONNEL IMPLICATIONS:** As a contract school, Excel Academy Southwest will employ its own principal, teachers and staff.

#### **GENERAL CONDITIONS:**

Inspector General – Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, 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

Indebtedness - The Board's Indebtedness Policy adopted June 26, 2006 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time shall be incorporated into and made a part of the agreement.

The Board Secretary noted for the record that Board Report 14-0528-EX13 will be Withdrawn from Agenda.

#### 14-0528-EX14

AUTHORIZE THE ESTABLISHMENT OF EXCEL ACADEMY OF WOODLAWN AND ENTERING INTO A SCHOOL MANAGEMENT AND PERFORMANCE AGREEMENT WITH CAMELOT ALT EDILLINOIS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Authorize the establishment of Excel Academy of Woodlawn at 6145 South Ingleside Avenue, and approve entering into a School Management and Performance Agreement with Camelot Alt Ed-Illinois, LLC, an Illinois limited liability company, for the operation of Excel Academy of Woodlawn. A written School Management and Performance Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written School Management and Performance Agreement is not executed by the Board and the school operator within 120 days of the date of this Board Report. Information pertinent to this matter is stated below.

SCHOOL OPERATOR: Camelot Alt Ed-Illinois, LLC

7500 Rialto Blvd Building 1, Suite 260 Austin, TX 78735 Phone: (512) 858-9900 Contact Person: Joseph Carter

CONTRACT SCHOOL: Excel Academy of Woodlawn

Address 6145 S. Ingleside Avenue

Chicago, IL 60637 Phone: (512) 858-9900 Contact Person: Joseph Carter

OVERSIGHT: Office of Innovation and Incubation

125 S. Clark, 10<sup>th</sup> Floor Chicago, IL 60603 773-553-1530

Contact Person: Jack Elsey, Chief Officer

#### DESCRIPTION:

School Designation: Pursuant to 105 ILCS 5/34-1.1, 105 ILCS 5/34-18(30) and the contingent authority granted by the Board on June 26, 2013 in Board Report 13-0626-EX3, Excel Academy of Woodlawn will open in the fall of 2014 as a Contract School located at 6145 South Ingleside Avenue. The Board hereby designates the Excel Academy of Woodlawn as a Contract School pursuant to 105 ILCS 5/34-2.4b.

<u>Public Hearing</u>: A public hearing on the opening of Excel Academy of Woodlawn as a Contract School at 6145 South Ingleside Avenue was held on May 20, 2014 in the Board Chambers. The hearing was recorded and a summary report of the hearing is available for review.

Request for Proposals: In January 2013, the CEO made available the Request for Proposals for Alternative Options ("RFP") to solicit responses from parties interested in starting or expanding schools or programs to serve out-of-school youth or students at-risk of academic failure. The Excel Academy of Woodlawn proposal was submitted by Camelot Alt Ed-Illinois, LLC in response to that RFP. The proposal was evaluated using the criteria pursuant to the Framework for Evaluation set forth in the RFP and on June 26, 2013, the Board provided contingent approval of the proposal (Board Report 13-0626-EX3) upon the school operator meeting the benchmark identified by the Office of Innovation and Incubation which was the identification of a school site. The CEO determined that Camelot Alt Ed-Illinois, LLC met that contingency.

Enrollment: Excel Academy of Woodlawn will be a citywide school that will enroll students in grades 9-12 who are having challenges in the normal school setting or who may have dropped out of school or are atrisk of dropping out. Students will be admitted on an ongoing basis provided that seats are available. If there are more applicants than seats available, applicants will be placed on a waiting list and a random student admissions lottery will be conducted on a quarterly basis. Excel Academy of Woodlawn will accept enrollment for up to 250 students who will be recruited by the school for placement with the assent of the Office of Innovation and Incubation.

<u>Curriculum</u>: Excel Academy of Woodlawn will provide an alternative education program focused on youth who are at-risk or have dropped out of a traditional school. The program shall be designed to prepare students for graduation from high school and provide a post-secondary path. Excel Academy of Woodlawn will issue diplomas to students who successfully complete the program in accordance with state and CPS requirements.

Advisory Body: A school advisory body will be established in a timely manner pursuant to 105 ILCS 5/34-2.4b in the following manner: the CEO or her designee in consultation with Camelot Alt Ed-Illinois, LLC shall develop the composition and duties of the advisory body for approval by the Board. Such requirements shall be included in the agreement with Camelot Alt Ed-Illinois, LLC. The members of the advisory body will be appointed by the Board upon the recommendation of the CEO or her designee.

School Management Description: At a minimum, the School Management and Performance Agreement will address student academic outcomes and financial and management practices of the school and shall reflect resolution of any and all outstanding issues between the Board and the school operator including, but not limited to, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations. In accordance with Board policy, contract schools may request exemptions from Board Rules and Policies or alternative policies subject to and upon Board approval.

<u>Term:</u> The term of the School Management and Performance Agreement shall commence July 1, 2014 and end June 30, 2019. Camelot Alt Ed-Illinois, LLC and the Excel Academy of Woodlawn's designation as a Contract School will expire on June 30, 2019 unless renewed or terminated earlier by the Board.

**COMPENSATION:** Camelot Alt Ed-Illinois, LLC will be paid on a per-pupil basis for the operation of the Excel Academy of Woodlawn.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the school operator, in the written School Management and Performance Agreement. Authorize the President and Secretary to execute the written School Management and Performance Agreement. Authorize the Chief Innovation and Incubation Officer to execute any documents related to the disbursement of the one-time incubation and startup funds for the Excel Academy of Woodlawn.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

AFFIRMATIVE ACTION: Not applicable.

**INCUBATION:** Upon the final approval of this contract school proposal and the submission of an Incubation Budget Plan by Camelot Alt Ed-Illinois, LLC, the Board will disburse an amount not to exceed \$160,000 in incubation funding for the Excel Academy of Woodlawn. The use of the funding will be outlined by the Office of Innovation and Incubation.

STARTUP FUNDING: Upon the execution of the School Management and Performance Agreement with Camelot Alt Ed-Illinois, LLC, the Board will disburse an amount not to exceed \$502,579 in startup funding for the Excel Academy of Woodlawn. The use of the funding will be outlined by the Office of Innovation and Incubation.

**FINANCIAL:** The financial implications will be addressed during the development of the 2014-2015 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY14 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

PERSONNEL IMPLICATIONS: As a contract school, Excel Academy of Woodlawn will employ its own principal, teachers and staff.

#### **GENERAL CONDITIONS:**

Inspector General – Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, 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.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 2006 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time shall be incorporated into and made a part of the agreement.

#### 14-0528-EX15

# AMEND BOARD REPORT 13-0522-EX2 APPROVE ENTERING INTO AN ALTERNATIVE SAFE SCHOOL PROGRAM AGREEMENT WITH CAMELOT SCHOOLS ALT ED-ILLINOIS, LLC

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve entering into an Alternative Safe School Program Agreement with Camelot Schools Alt EdIllinois, LLC to provide educational services to students eligible for expulsion under the CPS Student
Code of Conduct. This provider was selected on a competitive basis through the 2013 Request for
Alternative Options issued by the Board on January 29, 2013. A written agreement for the program's
services is currently being negotiated. No services shall be provided by the provider and no payment shall
be made to the provider prior to the execution of provider's written agreement. The authority granted
herein shall automatically rescind in the event a written agreement is not executed by the Board and the
provider within 90 days of the date of this Board Report. Information pertinent to this agreement is stated
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This May 2014 amendment is necessary to (a) include an additional site to the program which will open in the fall of 2014. (b) increase the maximum enrollment in the program from 200 to 400 students at any one time during the term of the agreement, and (c) authorize the disbursement of one-time incubation and startup funds to Camelot Alt Ed-Illinois, LLC for the additional site opening in the fall of 2014. The authority granted herein shall automatically rescind in the event a written amendment to the agreement is not executed by the Board and the provider within 90 days of the date of this amended Board Report.

PROVIDER: Camelot Schools Alt Ed-Illinois, LLC

201 Lindenwood, Suite 211 7500 Rialto Blvd

Building 1, Suite 260

Malvern, PA 19355 Austin, TX 78735 Phone: (215) 416-6739 (512) 858-9900

Contact: Joseph Carter

OVERSIGHT: Alternative Network Office of Innovation and Incubation

4655 S. Dearborn St., Room #309A 125 S. Clark St. 10th Floor

Chicago, Illinois 606093

Phone: (773) <del>535-8500</del> <u>553-1530</u>

Contact: Jennifer D. Vidis, Chief of Schools Jack Elsey, Chief Officer

TERM: The term of the Alternative Safe School Program Agreement shall commence July 1, 2013 and end on June 30, 2018.

SCOPE OF SERVICES: The Alternative Safe School Program will provide an educational program for students who are eligible for expulsion under the Chicago Public Schools Student Code of Conduct. Students will receive a full academic program where credits can be earned toward high school graduation, complete requirements for elementary school graduation and/or advancement in grade level. Additionally, students will receive behavior supports and interventions. Students will improve school attendance, reduce disruptive behavior, attain and/or maintain employment, and give back to the community through service learning and restorative justice. Camelot Schools Alt Ed-Illinois, LLC will be approved to serve up to 200 students in the 2013-2014 school year 400 students at any one time during the term of the agreement.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreement <u>and amendment</u>. Authorize the President and Secretary to execute the written agreement <u>and amendment</u>. Authorize the Chief <u>of Alternative Network Innovation and Incubation Officer</u> to execute all ancillary documents required to administer or effectuate the agreement. <u>Authorize the Chief Innovation and Incubation Officer to execute any documents related to the disbursement of the one-time incubation and startup funds for the additional site opening in the fall of 2014.</u>

AFFIRMATIVE ACTION: Not applicable.

LSC REVIEW: Local School Council approval is not applicable to this report.

INCUBATION: Upon the final approval of this amended Board Report and the submission of an Incubation Budget Plan by the Camelot Alt Ed-Illinois, LLC, the Board will disburse an amount not to exceed \$160,000 in incubation funding for the additional site opening in the fall of 2014. The use of the funding will be outlined by the Office of Innovation and Incubation.

STARTUP FUNDING: Upon the execution of the amendment to the agreement with Camelot Alt Edlilinois, LLC, the Board will disburse an amount not to exceed \$395,779 in startup funding for the additional site opening in the fall of 2014. The use of the funding will be outlined by the Office of Innovation and Incubation.

FINANCIAL: Funding for the program services will be consistent with per pupil funding models used by the Board for charter and contract schools. However, there will be a floor of 150 seats that will be funded regardless of enrollment. The details of the financial implications will be addressed during the development of the 2013-2014 2014-2015 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless appropriation has been previously made, expenditures beyond FY134 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budget.

The Alternative Safe School Program will be jointly funded by CPS from General Funds and the Regional Safe Schools Program (RSSP) Grant from the Illinois State Board of Education. Funding from the RSSP Grant will be applied to cover agreed upon per pupil funding and the approved number of reserved seats for the Alternative Safe School Program with the difference being covered by General Funds.

Opening a new site will increase the 2014-2015 fiscal operating budget by \$1.37 million, and Chicago Public Schools will not receive additional revenue from the RSSP Grant to offset any portion of this amount.

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

**Conflicts** - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-P03), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

# 14-0528-EX16

# AMEND BOARD REPORT 13-0724-EX3 AMEND BOARD REPORT 13-0522-EX3 APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS PROVIDERS FOR ALTERNATIVE LEARNING OPPORTUNITIES PROGRAM SERVICES

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve entering into agreements with the providers listed below for Alternative Learning Opportunities Program (ALOP) Services. Written agreements for services are being negotiated. No services shall be provided by any provider and no payment shall be made to any provider prior to the execution of such provider's written agreement. The authority granted herein shall automatically rescind as to each provider in the event a written agreement for such provider is not executed within 120 days of the date of this amended Board Report. Information pertinent to these agreements is stated below.

This July 2013 amendment is necessary to add an additional ALOP provider, Prologue Inc., and increase the number of ALOP seats.

This May 2014 amendment is necessary to (a) increase the student enrollment at the existing campuses for Banner Learning Corp., Ombudsman Educational Services, Ltd and Edison Learning, Inc., (b) include additional campuses for Ombudsman Educational Services, Ltd, Edison Learning, Inc. and Pathways in Education - Illinois, Inc. opening in the fall of 2014 with the corresponding increases in student enrollment for those providers, and (c) authorize the disbursement of one-time incubation and startup funds to Ombudsman Education Services, Ltd, Edison Learning, Inc. and Pathways in Education - Illinois, Inc. for their additional campuses opening in the fall of 2014. The authority granted herein shall automatically rescind as to each provider in the event a written amendment to the agreement for such provider is not executed within 120 days of the date of this amended Board Report.

**PROVIDERS:** 

Banner Learning Corp.

1243 S. Wabash Avenue, Suite 503

Chicago, Illinois 60605

Contact Name: Eric Carlton, President

Contact Phone: 773-934-2328

Pathways in Education - Illinois, Inc. 320 N. Halstead Street, Ste. 210 Pasadena, California 91107 Contact Name: Jamie Hall, President

Contact Name: Jamie Hall, Presider

Edison Learning, Inc. 900 S. Gay, Suite 1000 Knoxville, Tennessee 37902

Contact Name: Chris Wilberding, Vice President Operations -

Alternative Education Solutions Contact Phone: 201-630-2861

Ombudsman Educational Services, LLCLtd

1585 N. Milwaukee Ave., Suite 2 Libertyville, Illinois 60048

Contact Name: Mark Claypool, President & CEO

Contact Phone: 615-361-4000

Prologue Inc. 1135 N. Cleaver Chicago, IL 60642

Contract Name: Dr. Nancy Jackson, Executive Director

Contact Phone: 773-935-9925

**OVERSIGHT:** 

Alternative Network Office of Innovation and Incubation

4655 S. Dearborn Street, Room 309A 125 S. Clark St., 10th Floor

Chicago, IL 606093

Contact Name: Jennifer Vidis, Chief of Schools Jack Elsey, Chief Officer

Contact Phone: 773-535-8500553-1530

ALOP PROPOSALS: In June 2012, the CEO made available the Call for Quality Schools to solicit responses from parties interested in providing a range of new alternative option school and program proposals, including proposals for ALOP services. ALOP proposals were submitted by Banner Learning Corp., Pathways in Education - Illinois, Inc. and Edison Learning, Inc. in response to the Call for Quality Schools. The proposals were evaluated using the criteria and standards set forth in the Call for Quality Schools and on January 23, 2013, the Board provided contingent approval of these proposals (Board Report 13-0123-EX2). In addition, to create additional capacity to serve out-of-school and at-risk students, the CEO made available a Request for Proposals for New Options in January 2013 to solicit additional proposals for alternative options schools and programs. As a result, ALOP proposals were submitted by Ombudsman Educational Services, LLCLtd and Prologue Inc. and evaluated using the criteria and standards set forth in the RFP.

In January and February 2014, four of the five providers submitted material modifications to (a) increase the student enrollment at the existing campuses for Banner Learning Corp., Ombudsman Educational Services, Ltd. and Edison Learning, Inc. and (b) include additional campuses for Ombudsman Educational Services, Ltd. Edison Learning, Inc. and Pathways in Education - Illinois, Inc. opening in the fall of 2014 with corresponding increases in student enrollment for those three providers.

**TERM:** The term of the agreement with Banner Learning Corp. shall commence July 1, 2013 and end June 30, 2016, unless terminated earlier by the Board. The terms of the agreements with Pathways in Education – Illinois, Inc., Edison Learning, Inc., and Ombudsman Educational Services, <u>LLCLtd</u> shall commence July 1, 2013 and end June 30, 2018, unless terminated earlier by the Board. The term of the agreement with Prologue Inc. shall commence August 1, 2013 and end June 30, 2016, unless terminated earlier by the Board.

SERVICES: Providers shall provide the following ALOP services pursuant to Section 13B of the Illinois School Code (105 ILCS 5/13B-1 et seq.): High quality, comprehensive education program services for middle and high school aged youth who have been out-of-school, are significantly off-track for graduation, are chronically truant or are otherwise at-risk for academic failure. The providers will deliver a rigorous academic program that complies with CPS and state graduation and promotion requirements and is fully aligned to IL standards but is also tailored to meet the needs of individual students. Personalized learning plans, comprehensive social-emotional supports, and intensive post-secondary planning will be provided to all ALOP students.

Providers will be approved to serve the following number of students in SY13-14 for the term of each of their agreements: Banner Learning Corp. (up to 275 300 students), Pathways in Education – Illinois, Inc. (up to 600 1,200 students), Edison Learning, Inc. (up to 300 1,000 students), Ombudsman Educational Services, LLCLM (up to 4,200 1,600 students), and Prologue Inc. (up to 240 students at the Winnie Mandela campus).

At a minimum, the agreements will address the requirements of the ALOP statute and regulations and student academic outcomes, and will also reflect resolution of any and all outstanding issues between the Board and the providers including, but not limited to, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreements and amendments. Authorize the President and Secretary to execute the written agreements and amendments. Authorize the Chief of Alternative Network Innovation and Incubation Officer to execute all ancillary documents required to administer or effectuate the written agreements. Authorize the Chief Innovation and Incubation Officer to execute any documents related to the disbursement of the one-time incubation and startup funds for the additional campuses opening in the fall of 2014.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

AFFIRMATIVE ACTION: Not applicable.

INCUBATION: Upon the final approval of this amended Board Report and the submission of each of their respective Incubation Budget Plans by Ombudsman Educational Services, Ltd., Edison Learning, Inc. Pathways in Education – Illinois, Inc., the Board will disburse an amount not to exceed \$160,000 in incubation funding for each additional campus opening in the fall of 2014 (1 campus for Ombudsman Educational Services, Ltd. 3 campuses for Edison Learning, Inc., and 2 campuses for Pathways in Education – Illinois, Inc.) The use of the funding will be outlined by the Office of Innovation and Incubation.

STARTUP FUNDING: Upon the execution of each of the amendments to the respective agreements with Ombudsman Educational Services, Ltd. Edison Learning. Inc. and Pathways in Education – Illinois, Inc., the Board will disburse a total amount not to exceed the following in startup funding for additional campuses opening in the fall of 2014: (a) \$609,379 for 1 Ombudsman campus, (b) \$449,179 per campus, for a total of \$1,347,537 for 3 Edison campuses, and (c) \$555,979 per campus for a total of \$1,11,958 for 2 Pathways campuses. The use of the funding will be outlined by the Office of Innovation and Incubation.

FINANCIAL: Funding for the program services will be consistent with per pupil funding models used by the Board for charter and contract high schools. The details of the financial implications will be addressed during the development of the 2013-2014 2014-2015 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless appropriation has been previously made, expenditures beyond FY134 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

This board report proposes to increase the current level of ALOP seats by 4,953 1,725 for a total of 2,645-4,340 seats. We estimate that roughly 50% of students in ALOP programs are recovered students who had previously dropped out, rather than transfers from other district schools, and therefore increase the overall enrollment of the district.

#### **GENERAL CONDITIONS:**

Inspector General - Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, 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.

Indebtedness - The Board's indebtedness Policy adopted June 26, 2006 (96-0626-P03), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time shall be incorporated into and made a part of the agreement.

Vice President Ruiz abstained on Board Report 14-0528-EX16.

President Vitale indicated that if there were no objections, Board Reports 14-0528-EX1 through 14-0528-EX8, 14-0528-EX10 through 14-0528-EX12, and 14-0528-EX14 through 14-0528-EX16, with the noted abstention, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 14-0528-EX1 through 14-0528-EX8, 14-0528-EX10 through 14-0528-EX12, and 14-0528-EX14 through 14-0528-EX16 adopted.

#### 14-0528-OP1

# AUTHORIZE RENEWAL LICENSE AGREEMENT WITH DEPAUL UNIVERSITY FOR SPACE AT 2247 N HALSTED ST FOR LINCOLN ELEMENTARY

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize renewal of the license agreement with DePaul University for a portion of the building located at 2247 N Halsted St for Lincoln Elementary School, located at 615 W Kemper Pl. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the license agreement is stated below.

LICENSOR:

DePaul University

1 East Jackson Boulevard Chicago, Illinois 60604 Contact: Robert Kozoman Phone: (312) 362-6659

LICENSEE:

Board of Education of the City of Chicago

**PREMISES:** Portion of 2247 N. Halsted St. consisting of the following rooms on the lower level: LL101, LL102, LL103, LL104, LL105, LL106, LL107, and LL109, together with non-exclusive use of certain common areas. Lincoln shall use the Premises on school days from 7:00am – 4:00pm.

USE: The licensed premises are to be used to relieve overcrowding at Lincoln Elementary School.

**ORIGINAL AGREEMENT:** The original term (authorized by Board Report 13-0626-OP15), commenced August 1, 2013, and ends on June 30, 2014.

**RENEWAL TERM:** The term of the license shall be renewed for a term commencing on July 1, 2014, and ending on June 30, 2015.

**RENT:** \$196,119 for the term, paid in 11 monthly installments of \$17,829 on the 1<sup>st</sup> of each month commencing as of August 1, 2014. During the month of July, 2014, the Board will not use the Premises and no rent shall be due for that month.

OTHER TERMS AND CONDITIONS: All other terms and conditions of the license shall remain the same.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written license agreement. Authorize the President and Secretary to execute the license agreement. Authorize the General Counsel to execute all ancillary documents required to administer or effectuate the license agreement.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL:

FY15 Fund: 230

Department Name: Facility Operations & Management

Department Parent Unit Number: 11910

FY15: \$196,119

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

# Vice President Ruiz abstained on Board Report 14-0528-OP1.

#### 14-0528-PR1

# AUTHORIZE A NEW AGREEMENT WITH AFTER SCHOOL MATTERS TO PROVIDE EDUCATIONAL SERVICES TO THE ADVANCED ARTS EDUCATION PROGRAM AT GALLERY 37

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with After School Matters to provide educational services to the Department of Arts Education at a total cost not to exceed \$1,060,000 (\$212,000 per year). Vendor was selected on a non-competitive basis: the non-competitive request was presented to the Non-Competitive Procurement Review Committee on April 22, 2014, and was approved by the Chief Purchasing Officer on April 22, 2014. A written agreement for educational services for the Advanced Arts Education Program (AAEP) at Gallery 37 is currently being negotiated. No services may be provided by and no payment shall be made to After School Matters prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Contract Administrator: Escareno, Miss Masocorro / 773-553-2284

#### VENDOR:

1) Vendor # 30111
AFTER SCHOOL MATTERS
66 EAST RANDOLPH ST. 4TH FLR.
CHICAGO, IL 60647
Mischelle Causey-Drake
312 702-8584

#### **USER INFORMATION:**

Contact:

10890 - Arts

125 S Clark St - 11th Floor

Chicago, IL 60603

Rossero, Mr. Mario R

773-553-1306

#### TERM:

The term of this agreement shall commence on July 1, 2014 and shall end June 30, 2019. This agreement shall have two (2) options to renew for periods of two years each. The Board has a current Agreement with After School Matters (authorized by Board Report 13-0724-PR6) which ends July 31, 2014. The new agreement authorized herein shall include language stating that the prior agreement will terminate simultaneously upon execution of the new agreement.

#### **EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

#### **SCOPE OF SERVICES:**

Vendor shall: (1) source professional teaching artists to staff each classroom in the Visual Arts, Arts & Technology, Performing Arts and Culinary Arts programs and (2) provide technology support to ensure technology issues are resolved each day before classes begin.

#### **DELIVERABLES:**

Vendor shall provide the following to the Department of Arts Education: (1) 12 professional teaching staff to instruct a class in their specialty to be teamed with a certified Chicago Public Schools teacher and (2) contract administration and management.

#### **OUTCOMES:**

Vendor's services shall result in (1) students having improved abilities in the area of art; (2) students having additional skills and experience that will help them obtain future jobs and entrance into university; and (3) students recognizing that there are a variety of jobs that can match their interests and potential.

#### COMPENSATION:

Vendor shall be paid as specified in the agreement; total for the term not to exceed the sum of \$1,060,000 (\$212,000 per year).

#### **REIMBURSABLE EXPENSES:**

None.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Executive Officer to execute all ancillary documents required to administer or effectuate this agreement.

#### **AFFIRMATIVE ACTION:**

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Good and Services Contracts, the participation goal provisions of the Program do not apply to transactions where the vendor providing services operates as a Not-for-Profit organization.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

Charge to the Department of Arts Education:

Fund 115, Unit 10890

FY2015 \$212,000.00

FY2016 \$212,000.00

FY2017 \$212,000.00 FY2018 \$212,000.00

FY2019 \$212,000.00

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 14-0528-PR2

#### AUTHORIZE THE PRE-QUALIFICATION STATUS OF AND ENTERING INTO AGREEMENTS WITH **VENDORS TO PROVIDE SUPPLEMENTAL IN-SCHOOL ARTS EDUCATION SERVICES**

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the pre-qualification status of and entering into agreements with vendors to provide supplemental in-school arts education services at a cost not to exceed \$10,000,000.00 in the aggregate and approve entering into a written master agreement with each vendor. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. A written master agreement for vendors is currently being negotiated. No services shall be provided by and no payment shall be made to any vendor prior to the execution of their written master agreement. The pre-qualification status approved herein for each vendor shall automatically rescind in the event such vendor fails to execute the Board's master agreement within 120 days of the date of this Board Report. Information pertinent to this master agreement is stated below.

Specification Number:

13-250080

Contract Administrator : Esc

Escareno, Miss Masocorro / 773-553-2284

#### **USER INFORMATION:**

Contact:

10890 - Arts

125 S Clark St - 11th Floor

Chicago, IL 60603

Rossero, Mr. Mario R

773-553-1306

#### TERM:

The term of this pre-qualification period and each master agreement is two (2) years, commencing on June 1, 2014 and ending on May 31, 2016. The Board shall have two (2) options to renew for periods of two (2) years each.

#### **SCOPE OF SERVICES:**

These In-School Arts Education Services, may be chosen by individual schools through partnerships with community based arts organizations, to supplement direct instruction from certified arts instructors at each school to help provide deeper, richer, and more connected arts learning to the city's arts and cultural life. Selected external arts partners/suppliers will provide in-school arts education services to the Board, which consist of two categories: (1) Student Services and (2) Teacher Services. The subcategories are (1a) Artist Residencies, (1b) Performances and Assemblies, (1c) Field Trips, (1d) Exhibitions and Productions, (2a) Professional Development and Workshops, and (2b) Coaching and Mentorship. In-school arts education services may address one art form or may encompass multiple art forms, including visual art, music, dance, theatre/drama, media arts, literary arts, cultural arts, multi-disciplinary arts offerings, arts integration, and thematic approaches. All services will take place during school instruction hours and not before or after school.

#### COMPENSATION:

The sum of payments to all pre-qualified vendors for the pre-qualification term shall not exceed \$10,000,000.00 in aggregate.

#### **USE OF POOL:**

All schools are authorized to receive services from the pre-qualified pool as follows: Vendors are assigned based upon the needs of each school.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written master agreements. Authorize the President and Secretary to execute the master agreements. Authorize the Chief Executive Officer to execute all ancillary documents required to administer or effectuate the master agreements.

#### AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the MBE/WBE goals for this contract are 25% total MBE and 5% total WBE participation. Aggregated compliance of the vendors in the pool will be monitored on a quarterly basis.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Various Funds.
All schools and departments.
\$10,000,000.00, FY15 and FY16.
Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

		4)		
1)	Vendor # 99541		Vendor # 81483	
	ACTORS GYMNASIUM, THE		AUDITORIUM THEATRE OF ROOSEVELT UNIVERSITY	
	927 NOYES STREET		50 EAST CONGRESS PARKWAY	
	EVANSTON, IL 60201		CHICAGO, IL 60605	
	Virginia Nugent		Christina Bourne	
	847 328-2795		312 341-2353	
	Subcategories: (1a) (1b) (1d)		Subcategories: (1a) (1c)	
2)	Vendor # 99540	5)	Vendor # 31581	
	ALL STARS THEATRE COMPANY 4127 NORTH TRIPP CHICAGO, IL 60641 Arin Mulvaney		BARREL OF MONKEYS PRODUCTIONS	
			4410 N. RAVENSWOOD AVE. #LL3	
			CHICAGO, IL 60640	
			Elizabeth Levy	
	773 289-2374		773 506-7140	
3)	Subcategories: (1a) (1b)	6)	Subcategories: (1a)	
	Vendor # 35931		Vendor # 22531	
	ART ENCOUNTER		BLACK ENSEMBLE THEATER CORPORATION 4450 N. CLARK STREET	
	927 NOYES ST. # 109			
	EVANSTON, IL 60201			
	Joanna Pinsky		CHICAGO, IL 60640	
	847 328-9222		Jackie Taylor	
			773 769-4451	
	Subcategories: (1a) (2a)		Subcategories: (1a) (1c) (2a)	

7) 10) Vendor # 31736 Vendor # 97648 BUBBLES WORLD, INC DBA BUBBLES CHICAGO ARTS PARTNERSHIPS IN **ACADEMY EDUCATION** 1504 N. FREMONT 228 S. WABASH AVE., SUITE 500 CHICAGO, IL 60642 CHICAGO, IL 60604 Natalie Monterastelli Amy Rasmussen 312 944-7677 312 870-6140 Subcategories: (1a) (1b) Subcategories: (1a) (2a) 8) 11) Vendor # 64915 Vendor # 73393 CARLA A. TANTILLO DBA MINDFUL CHICAGO CHILDRENS CHOIR **PRACTICES** 78 E WASHINGTON ST. 5TH FLR. 204 S. RIDGELAND CHICAGO, IL 60602 OAK PARK, IL 60302 Pam Shortall Carla Tantillo 312 849-8300 708 997-2179 Subcategories: (1a) Subcategories: (1a) (1b) (1d) (2a) 12) 9) Vendor # 67054 Vendor # 34824 CHICAGO JAZZ PHILHARMONIC **CHANGING WORLDS** 1111 NORTH WELLS STREET., STE 501 329 WEST 18 STREET, SUITE 506 CHICAGO, IL 60610 CHICAGO, IL 60616 Birdie Soti **Emilie Shumway** 312 573-8932 312 421-8040 Subcategories: (1a) Subcategories: (1a) (2a)

13) 16) Vendor # 64487 Vendor # 72093 **CHICAGO LIGHTS** CHILD'S PLAY TOURING THEATRE 4161 NORTH DAMEN AVE. 126 EAST CHESTNUT ST. CHICAGO, IL 60618 CHICAGO, IL 60611 June Podagrosi Stacy Jackson 773 235-8911 312 981-3562 Subcategories: (1a) Subcategories: (1a) (1b) (2a) 17) 14) Vendor # 46623 Vendor # 22395 CHICAGO SYMPHONY ORCHESTRA CIRCESTEEM DBA CHICAGO YOUTH CIRCUS 220 SOUTH MICHIGAN AVENUE 4730 NORTH SHERIDAN RD. CHICAGO, IL 60604 CHICAGO, IL 60640 Jon Weber Angelique Grandone 312 294-3075 773 732-4564 Subcategories: (1a) (1c) (2a) Subcategories: (1a) (1c) 15) Vendor # 10737 18) Vendor # 12686 CHICAGO YOUTH SYMPHONY CREATIVE DIRECTIONS OF ILLINOIS, LTD **ORCHESTRAS** 410 S. MICHIGAN AVE, SUITE 833 1227C CENTRAL ST. CHICAGO, IL 60605 EVANSTON, IL 60201 Malika Coletta Karen L. Erickson 847 328-6393 312 939-2207 Subcategories: (1a) (1b) (1c) Subcategories: (1a) (1b) (1d) (2a) (2b)

22) 19) Vendor # 94892 Vendor # 94674 CROOKED DOOR STORYTELLING, LLC EDUMOTION, LLC DBA DANCING WITH 1342 WEST NORWOOD STREET 5246 NORTH ELSTON AVE. 2ND FLR. CHICAGO, IL 60660 CHICAGO, IL 60630 Genevieve K. Waller Margot Toppen 773 330-8086 312 371-7318 Subcategories: (1a) (1b) Subcategories: (1a) (1b) (2a) 20) Vendor # 30833 23) Vendor # 61647 DISCOVER MUSIC-DISCOVER LIFE ELLAMONIQUE BACCUS DBA WISDOMTREE 1111 N. WELLS, SUITE 502 15 S. HOMAN., APT 209 CHICAGO, IL 60610 CHICAGO, IL 60624 Mark A. Ingram Ellamonique Baccus 312 573-8930 312 212-3926 Subcategories: (1a) (1b) (2a) Subcategories: (1a) (2a) 21) Vendor # 29860 24) Vendor # 22372 DUSABLE MUSEUM OF AFRICAN HISTORY EMERALD CITY THEATRE COMPANY, INC 740 E. 56TH PLACE 2936 NORTH SOUTHPORT AVE CHICAGO, IL 60637 CHICAGO, IL 60657 Dr. Carol Adams Gillian Gorra 773 947-0600 773 529-2690 Subcategories: (1b) (1c) Subcategories: (1a) (1c)

Vendor # 10741 Vendor # 35856 ENSEMBLE ESPANOL FRANK LLOYD WRIGHT TRUST 5500 NORTH ST. LOUIS AVE 209 S. LASALLE STREET CHICAGO, IL 60625 CHICAGO, IL 60604 Jorge Perez Celeste Adams 773 442-5904 312 994-4030 Subcategories: (1a) (1b) (1c) Subcategories: (1a) (2a) 26) 29) Vendor # 99543 Vendor # 99539 FEHINTY AFRICAN THEATRE ENSEMBLE FULCRUM POINT NEW MUSIC PROJECT 7362 NORTH DAMEN AVE. 1N 30 EAST ADAMS ST. STE 1201 CHICAGO, IL 60645 CHICAGO, IL 60603 Olateju S Adesida Jeniffer Herlein 773 417-9997 312 726-3846 Subcategories: (1a) Subcategories: (1a) 27) 30)

Vendor # 52307

CHICAGO, IL 60625

Subcategories: (1a)

Diane Sutliff

773 588-0178

GO GET YOUR SMOCK INC.

3000 WEST EASTWOOD AVE.

28)

25)

Vendor # 81012

CHICAGO, IL 60645

Subcategories: (1a) (1b)

Melissa Snoza

224 715-6455

FIFTH HOUSE ENSEMBLE

7200 NORTH ROGERS AVE.

31) 34) Vendor # 30754 Vendor # 27229 **HUBBARD STREET DANCE CHICAGO** JOFFREY BALLET, THE 1147 WEST JACKSON 10 EAST RANOLPH STREET. CHICAGO, IL 60607-0000 CHICAGO, IL 60601 Kathryn Humphreys Pierre Lockett 312 850-9744 312 386-8931 Subcategories: (1a) (1c) (2a) Subcategories: (1a) 32) 35) Vendor # 45452 Vendor # 85037 IMAGINATION THEATRE INC KALAPRIYA FOUNDATION CENTER FOR INDIAN PERFORMING ARTS 4001 N. RAVENSWOOD AVE # 503-C 410 SOUTH MICHIGAN AVE., SUITE #470 CHICAGO, IL 60613 CHICAGO, IL 60605 Stephen Leaver Pranita Jain 773 327-6788 312 436-2789 Subcategories: (1b) Subcategories: (1a) 33) Vendor # 96575 36) Vendor # 26055 INTONATION MUSIC WORKSHOP LIFELINE PRODUCTIONS, INC DBA 345 NORTH LOOMIS., STE 409 LIFELINE THEATRE CHICAGO, IL 60607 6912 N GLENWOOD Cyndy Fike CHICAGO, IL 60626 312 505-4267 Alison Cain 773 761-4477 Subcategories: (1a) Subcategories: (1a)

37) 40) Vendor # 97156 Vendor # 33278 MERIT SCHOOL OF MUSIC LMS INNOVATIONS, INC DBA PLAY IN A BOOK 38 SOUTH PEORIA ST. 2734 WEST LELAND AVE. CHICAGO, IL 60607 CHICAGO, IL 60625 Thomas F. Bracy Laura St. John 312 786-9428 773 329-0920 Subcategories: (1a) Subcategories: (1a) (2a) 41) Vendor # 45622 38) Vendor # 17270 MUNTU DANCE THEATRE LOOKINGGLASS THEATRE COMPANY 1809 EAST 71ST STREET, STE 203 875 N. MICHIGAN AVE., STE 1430 CHICAGO, IL 60649 CHICAGO, IL 60611 Joan Gray Lizzie Perkins 773 241-6080 773 477-9257X193 Subcategories: (1a) (1b) Subcategories: (1a) (1c) 42) Vendor # 20725 39) Vendor # 99537 MUSIC EDUCATION SERVICES, INC. MEMA-MUSIC INC 1041 BONAVENTURE DRIVE 2334 WEST FARWELL AVE., #2W ELK GROVE VILLAGE, IL 60007 CHICAGO, IL 60645 Steven Nierman Jeanne Warsaw-Gazga 847 805-1800 773 447-1963 Subcategories: (1a) Subcategories: (1a)

43) 46) Vendor # 43996 Vendor # 31814 MUSIC HOUSE, INC NORTHWESTERN UNIVERSITY SETTLEMENT 2925 W DEVON AVENUE 1400 W AUGUSTA BLVD CHICAGO, IL 60659 CHICAGO, IL 60622 Richard Trumbo Tom Avetis 773 761-3770 773 278-7471 Subcategories: (1a) (2a) Subcategories: (1a) (1c) 44) Vendor # 20070 47) Vendor # 28983 MUSIC INSTITUTE OF CHICAGO OLD TOWN SCHOOL OF FOLK MUSIC 300 GREEN BAY ROAD 4544 NORTH LINCOLN AVE WINNETKA, IL 60093 CHICAGO, IL 60625 Corrine Ness Melissa Mallinson 847 905-1500 773 728-6000 Subcategories: (1a) (1b) (1c) (2a) (2b) Subcategories: (1a) (1b) (1c) 45) Vendor # 29483 48) Vendor # 99599 NORTHEASTERN ILLINOIS UNIVERSITY POCKET CIRCUS 1836 RIDGELAND AVE **NEIU TEACHER CENTER** BERWYN, IL 60402 CHICAGO, IL 60622-5972 Matthew Dealy Maria Chichizola 773 733-7330 708 484-4093 Subcategories: (1a) (2a) (2b) Subcategories: (1b)

52) 49) Vendor # 95174 Vendor # 11634 PROJECT DANZTHEATRE COMPANY DBA ROCK FOR KIDS CHICAGO DANZTHEATRE ENSEMBLE 314 WEST INSTITUTE PLACE 2480 N. ALBANY SUITE 1 CHICAGO, IL 60610 CHICAGO, IL 60647 Robin Koelsch Ellyzabeth Adler 312 255-9454 773 486-8261 Subcategories: (1a) (1b) Subcategories: (1a) (1b) (1d) 53) 50) Vendor # 99538 Vendor # 38368 SANDERS, MARTHA ELLEN READING IN MOTION 1217 WEST ROSEMONT 65 E. WACKER PLACE, SUITE 1800 CHICAGO, IL 60660 CHICAGO, IL 60601 Martie Sanders Michele Rudnick 773 769-6488 312 357-9463 Subcategories: (1a) Subcategories: (2b) 54) Vendor # 34171 51) Vendor # 21453 SGA YOUTH & FAMILY SERVICES REDMOON THEATER 11 EAST ADAMS SUITE 1500 2120 S. JEFFERSON ST CHICAGO, IL 60603 CHICAGO, IL 60616 Susana Marotta Sophia Wong Boccio 312 447-4323 312 850-8440 Subcategories: (1a) Subcategories: (1a) (2a)

55) 58)

Vendor # 23362 Vendor # 32189

SONES DE MEXICO ENSEMBLE URBAN GATEWAYS

P O BOX 13261 205 WEST RANDOLPH ST., SUITE 1700

CHICAGO, IL 60613 CHICAGO, IL 60606-1814

 Juan Dies
 Eric Delli Bovi

 773 728-1164
 312 922-0440

Subcategories: (1a) Subcategories: (1a) (1b) (2a) (2b)

56) 59) Vendor # 24279 Vendor # 37514

STREET-LEVEL YOUTH MEDIA VOICE OF THE CITY

1637 N. ASHLAND 2823 NORTH MILWAUKEE AVE.

CHICAGO, IL 60622 CHICAGO, IL 60618

Manwah Lee Dawn Galtieri
773 862-5531 773 782-9471

Subcategories: (1a) (1c) (2a) Subcategories: (1a) (1b) (2a)

57) 60)

Vendor # 96406 Vendor # 11060

TINY'S PERFORMING ARTS CENTER, NFP YOUTH GUIDANCE

1425 WEST SHERWIN., STE 1A 1 NORTH LASALLE ST., #900

CHICAGO, IL 60626 CHICAGO, IL 60602

 Samara Smith
 Katie Svaicer

 773 428-6400
 312 404-3242

Subcategories: (1a) Subcategories: (1a) (2a)

### Vice President Ruiz abstained on Board Report 14-0528-PR2.

#### 14-0528-PR3

# AMEND BOARD REPORT 13-1120-PR5 AUTHORIZE FINAL RENEWAL AGREEMENTS WITH EIGHT CONTRACTORS FOR JOB ORDER CONTRACTING (JOC) SERVICES FOR THE CAPITAL IMPROVEMENT PROGRAM

### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize final renewal agreements with various Contractors to provide Job Order Contracting (JOC) services to the Department of Facilities at a total cost for the option period not to exceed \$50,000,000 \$70,000,000. Written documents exercising this option are currently being negotiated. No payment shall be made to any Contractor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each Contractor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This May 2014 amendment is necessary to increase Board authority for the pre-qualified JOC Contractors for construction delivery of projects in the FY15 budget that are to be completed this summer and for projects that have equipment and or systems that require several months to manufacturer, deliver and install. No written amendments to the renewal agreements are required.

Specification Number: 09-250065 And 11-250000

Contract Administrator: Hernandez, Miss Patricia / 773-553-2280

#### **USER INFORMATION:**

Contact:

11860 - Facility Operations & Maintenance

125 South Clark Street 16th Floor

Chicago, IL 60603 Taylor, Ms. Patricia L 773-553-2960

#### **ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report 09-1028-PR4) in the amount of \$50,000,000 are for a term commencing upon execution and ending December 31, 2012, with the Board having two (2) options to renew for a one (1) year term. The Board Report was amended (authorized by Board Report 11-0525-PR1) to add three new contractors. The agreements were renewed (authorized by Board Report 12-1024-PR8) for a term commencing January 1, 2013 and ending December 31, 2013. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of each agreement is being renewed for one (1) year commencing January 1, 2014 and ending December 31, 2014.

#### **OPTION PERIODS REMAINING:**

There are no option periods remaining.

#### **SCOPE OF SERVICES:**

Upon receipt of a Notice to Proceed (which includes a Project Work Order), Contractors shall provide all management, work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment, except when specified as furnished by the Board, needed to complete the Project Work Order. The Contractors may be used to perform any work on Board facilities but are primarily intended for renovation projects of the Board's Capital Improvement Program.

#### **DELIVERABLES:**

Contractors will provide labor, materials and other resources as required to execute Project Work Orders in accordance with the final scope or work documented on a Board provided form and approved by the Board within agreed-upon timeframes.

#### OUTCOMES

Contractors' services will result in delivering accurately, estimated and expertly executed construction projects.

#### **COMPENSATION:**

Contractors shall be paid as specified in their agreements, total compensation for all Contractors in the aggregate not to exceed the sum of \$30,000,000 \$70,000,000, which sum is inclusive of any and all reimbursable expenses.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize Chief Facilities Officer to execute all ancillary documents required to administer or effectuate this option.

#### **AFFIRMATIVE ACTION:**

Pursuant to section 4.1 of the Remedial Program for Minority and Women Business Enterprise Participation (M/WBE Program) in construction projects, the aspirational goal will be applied to this pool at 30% MBE and 10% WBE overall participation. Compliance of subsequent vendors from the pool created by this contract will be subjected to reviews on a contract-by-contract basis.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

### FINANCIAL:

Various Capital Funds
Facility Operations and Maintenance, 11880
\$30,000,000 \$70,000,000 FY14 and FY15

Future year funding is contingent upon budget appropriation and approval.

Not Applicable

CFDA#:

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

8)

1)
Vendor # 76326
F.H. PASCHEN, S.N. NIELSEN &
ASSOCIATES., LLC
5515 N. EAST RIVER RD.
CHICAGO, IL 60656
Leo J. Wright
773 444-3474

Vendor # 23996 K.R. MILLER CONTRACTORS, INC. 1624 COLONIAL PARKWAY INVERNESS, IL 60067 Keith R. Miller 847 358-6400

3)

Vendor # 11067
OLD VETERAN CONSTRUCTION, INC
10942 SOUTH HALSTED STREET
CHICAGO, IL 60628
Jose Maldonado
773 821-9900

Vendor # 55082
PAUL BORG CONSTRUCTION CO., INC
2007 SOUTH MARSHALL BLVD.
CHICAGO, IL 60623
James Crnich
773 523-1111

5)

Vendor # 34010

WIGHT & COMPANY

211 N. CLINTON

CHICAGO, IL 60661

Ken Osmun

312 261-5700

Vendor # 81957
ALL-BRY CONSTRUCTION COMPANY
145 TOWER DRIVE., UNIT 7
BURR RIDGE, IL 60527

Thomas W. Girouard 630 655-9567

7) Vendor # 99843

MCDONAGH DEMOLITION INC 1269 WEST LE MOYNE CHICAGO, IL 60642 Geraldine McDonagh 773 276-7707

Vendor # 31792 OCA CONSTRUCTION, INC 8434 CORCORAN RD., #100 WILLOW SPRINGS, IL 60480-1666 Kelly Heneghan 708 839-5605

# 14-0528-PR4

# AUTHORIZE THE FIRST RENEWAL AGREEMENTS WITH CARNOW, CONIBEAR AND ASSOCIATES, AND GSG CONSULTANT'S INC. TO PROVIDE ENVIRONMENTAL TESTING FOR CONSTRUCTION PROJECTS

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreements with Carnow, Conibear & Associates and GSG Consultant's, Inc. to provide environmental testing services for construction projects to the Department of Facilities at a total cost for the option period not to exceed \$8,000,000 in the aggregate. Written documents exercising this option are currently being negotiated. No payment shall be made to any vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each vendor in the event their document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number:

10-250069

Contract Administrator:

Hernandez, Miss Patricia / 773-553-2280

#### VENDOR:

- 1) Vendor # 36789
  CARNOW, CONIBEAR & ASSOCIATES,
  600 WEST VAN BUREN STREET., STE 500
  CHICAGO, IL 60607
  Shirley Conibear
  800 860-4486
- 2) Vendor # 20966 GSG CONSULTANTS, INC 855 W ADAMS ST., SUITE 200 CHICAGO, IL 60607 Arturo Saenz 312 733-6262

#### **USER INFORMATION:**

#### Contact:

11860 - Facility Operations & Maintenance

125 South Clark Street 16th Floor

Chicago, IL 60603

Crivello, Miss Lynn A

773-553-2960

#### **ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report 11-0622-PR9) in the amount of \$15,000,000 are for a term commencing August 1, 2011 and ending July 31, 2014, with the Board having two (2) options to renew for two (2) year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of each agreement is being renewed for two (2) years commencing August 1, 2014 and ending July 31, 2016.

#### **OPTION PERIODS REMAINING:**

There is one (1) option period for two (2) years remaining.

# SCOPE OF SERVICES:

Vendors will continue to provide Managing Environmental Consultant (MEC) Services. The scope of work for MEC includes, but is not limited to:

Provide oversight/management of environmental contractors;

Provide audit and quality assurance /quality control;

Coordinate environmental work;

Provide designs and bid specifications for environmental work;

Collection and analysis of samples including, but not limited to, chemical, biological, asbestos, lead, soil, waste and air;

Conduct microbiological and indoor air quality assessments;

Develop and provide educational services to the Board personnel;

Respond to environmental emergencies including, but not limited to, chemical spills, asbestos, and lead painting incidents; and

As necessary, manage small scale remediation measures.

### DELIVERABLES:

Vendors will continue to provide comprehensive and accurate reports including the following: project design documents, oversight reports, investigations and testing reports, inspection reports, letters, notifications, and electronic submittals as required by the Environmental Services Manager.

#### **OUTCOMES**:

Vendors' services will result in qualification of environmental conditions, safe and responsible mitigation and management of environmental conditions and the establishment of environmental records required by law.

### COMPENSATION:

Vendors shall be paid during this option period as follows: in accordance with the rates set forth in their respective agreements. The annual compensation payable to all Vendors shall not exceed \$4,000,000, in the aggregate; the total compensation payable to all Vendors for the two year renewal period shall not exceed \$8,000,000. The not-to-exceed amounts are inclusive of any and all reimbursable expenses.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize Chief Facilities Officer to execute all ancillary documents required to administer or effectuate this option agreement.

#### AFFIRMATIVE ACTION:

Pursuant to section 6.2 of the Remedial Program for Minority and Women Business Enterprise Participation in Goods and Services Contracts (M/WBE Program), the category goals method for M/WBE participation will be utilized. This contract is in full compliance with the goals set at 35% total MBE and 10% total WBE participation. The aggregated compliance of the vendors in the pool will be reported on a quarterly basis.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Various capital and operating funds
Charge to Facilities: \$4,000,000 per year for 2 year term total \$8,000,000
FY 15, and FY 16

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 14-0528-PR5

# AUTHORIZE A NEW AGREEMENT WITH AUBURN CORPORATION FOR INSTALLATION OF WINDOW-MOUNTED AIR CONDITIONING UNITS, INCLUDING SUPPLY, DELIVERY AND INSTALLATION OF INSULATED PANELS AND ACCESSORIES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Auburn Corporation to provide Installation of Window-mounted Air Conditioning Units, including Supply, Delivery and Installation of Insulated Panels and Accessories, to the Department of Facilities at a total cost not to exceed \$3,638,580. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is available for signature. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number :

14-250021

Contract Administrator:

Hernandez, Miss Patricia / 773-553-2280

#### VENDOR:

1) Vendor # 18485 AUBURN CORPORATION 10490 W. 164TH PLACE ORLAND PARK, IL 60467 Richard Erickson 708 349-7676

#### **USER INFORMATION:**

Contact:

11860 - Facility Operations & Maintenance

125 South Clark Street 16th Floor

Chicago, IL 60603

Taylor, Ms. Patricia L

773-553-2960

#### TERM:

The term of this agreement shall commence on the date the agreement is signed and shall end twelve (12) months thereafter. This agreement shall have no options to renew.

#### **EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

#### SCOPE OF SERVICES:

Vendor will install new CPS supplied window-mounted air conditioning units including supply of required installation accessories.

#### **DELIVERABLES:**

The Vendor shall provide the required accessories and install new window-mounted air conditioning units as set forth in the terms of the agreement.

#### **OUTCOMES:**

Vendor's services will result in air conditioning in classrooms in the District.

#### **COMPENSATION:**

Vendor shall be paid as specified in their agreement, not to exceed the sum of \$3,638,580.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Facilities Officer to execute all ancillary documents required to administer or effectuate this agreement.

#### **AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the MBE/WBE goals for this agreement are 25% total MBE and 5% total WBE participation. However, the Waiver Review Committee recommends that a waiver of the WBE goal, be granted until a viable WBE firm can be identified.

The Vendor has identified the following:

Total MBE - 25%

ASC Window Corporation 7649 South Racine Chicago, Illinois 60620 Contact: Trevor Smith

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Charge to Various Capital Funds, Parent Unit Number 11860 Total Not To Exceed: \$3,638,580

FY 15

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amerided from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 14-0528-PR6

## AUTHORIZE A NEW AGREEMENT WITH ILLCO INCORPORATED FOR THE SUPPLY AND DELIVERY OF WINDOW-MOUNTED AIR CONDITIONING UNITS

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Illco Incorporated for the supply and delivery of Window-Mounted Air Conditioning Units for the Department of Facilities at a total cost not to exceed \$1,052,755. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for this purchase is available for signature. No goods may be ordered or received and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number: 14-

14-250020

Contract Administrator:

Hernandez, Miss Patricia / 773-553-2280

#### VENDOR:

1) Vendor # 28019 ILLCO, INC. P.O. BOX 1330 AURORA, IL 60507-1330 Rick Van Cura 630 892-7904

#### USER INFORMATION:

Contact:

11860 - Facility Operations & Maintenance

125 South Clark Street 16th Floor

Chicago, IL 60603

Taylor, Ms. Patricia L

773-553-2960

#### TERM:

The term of this agreement shall commence on the date the agreement is signed and shall end twelve (12) months thereafter. This agreement shall have no options to renew.

#### **EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

#### **DESCRIPTION OF PURCHASE:**

Goods: Window Mounted Air Conditioning Units - 1 ton and 2 ton Total Cost Not to Exceed: \$1,052,755

#### **OUTCOMES**

This purchase will result in equipment to provide air conditioning in classrooms in the District.

#### COMPENSATION:

Vendor shall be paid in accordance with the unit prices contained in the agreement; total not to exceed the sum of \$1,052,755.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Facilities Officer to execute all ancillary documents required to administer or effectuate this agreement.

#### AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this agreement is exempt from the provisions of the MBE/WBE program.

#### LSC REVIEW

Local School Council approval is not applicable to this report.

#### FINANCIAL .

Charge to Various Capital Funds, Parent Unit Number: 11860 Total Not to Exceed Amount: \$1,052,755 FY15

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 14-0528-PR7

### REPORT ON THE AWARD OF CONSTRUCTION CONTRACTS AND CHANGES TO CONSTRUCTION CONTRACTS FOR THE BOARD OF EDUCATION'S CAPITAL IMPROVEMENT PROGRAM

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

This report details the award of Capital Improvement Program construction contracts in the total amount of \$30,244,898.76 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts shall be for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-3 of the Rules of the Board of Education of the City of Chicago.

This report also details changes to existing Capital Improvement Program construction contracts, in the amount of (\$428,050.38) as listed in the attached May Change Order Log. These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property to prevent interference with school sessions.

LSC REVIEW: Local School Council approval is not applicable to this report.

AFFIRMATIVE ACTION: The General Contracting Services Agreements entered into by each of the prequalified general contractors and other miscellaneous construction contracts awarded outside the prequalified general contractor program for new construction awards and changes to existing construction contracts shall be subject to the Board's Business Diversity Program for Construction Projects and any revisions or amendments to that policy that may be adopted during the term of any such contract.

FINANCIAL: Expenditures involved in the Capital Improvement Program are charged to the Department of Operations, Capital Improvement Program.

Budget classification: Fund – 436, 468, 476, 477, 479, 480, 481, 482 will be used for all Change Orders (May Change Order Log); Funding source for new contracts is so indicated on Appendix A

Funding Source: Capital Funding

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

1 of 2

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

REASONS FOR PROJECT	œ.	4	<b>c</b>	7	4	•
PROJECT SCOPE AND NOTES R	The intent of this project is to expand existing Ames middle school (7-8) to include high school grades (9-12) and address the listed High School programmatic requirements. Project to include the following: Interior removations: Install new High School standard science labs (Levels 1.2 and 3); uggrade existing science lab to current Level-3 science lab (Levels 1.2 and ouggrade existing computer labs to current CPS standards, replace and upgrade 2 existing computer labs to current CPS standards, replace Interior doors (30%); Install new marker boards in all classrooms and thermal crack repair. Site work: Provide new synthetic turf soccer fleid. Mechanical: Replace existing DDC system including all controls, provide new 8AS, and targeted mechanical repairs to provide a commissionable BAS, ADA:Provide code required path of Travei.	SITE SCOPE. Remove and replace damaged sidewalk, slope sidewalk to meet new entry stalrs/ramp. INTERIOR SCOPE. Accessible Parking Scopessible entrance, New Alphone, 2 drihing fountains, new Unitsex/Stalf Toilet Room, New Elevator, Heating fountains New South Exertor Stairs, First floor repairs in corridor to new elevator, (2) New First Floor Ramps by Gymassium, New Interior and Exertor signage, New South-East Early (Ramp and Astairs), Classroom and courtidor finishes to address water infiltration. EXTERIOR SCOPE. Masonry reconfiguration and primary entries. MEP SCOPE. Roof associated equipment replacement, Repair/Replace Kitchen exhaust fan.	Contractor shall convert the freezer to a cooler (requires adjustment to the defroat timer). Contractor shall provide (2) new MHPS serving lines the including all untilly comercious, (2) hand sites, power and data to all mobile equipment, etc. Refer to CPS furnished plan and cut shees for additional information. Contractor shall remove existing convection ovens and (3) 1-door refigerators (59 Shall provide and contractor shall install (2) 2-door refigerators, including necessary utility connections for operation, warmers each require a 115v 20A dedicated receptacle.	The Intent of this project is to provide new/renovated CTE labs. 1) Broadcast Lab 2) Culinary Lab and associated Culinary Classroom 3) Halth Science Lab and associated Health Science classroom. The project also includes any necessary Alth renovations to ensure these space are	Replace modified bitumen roof system at area wells below the existing standing seam metal roof system (two locations), rod/relevise related roof drains (2 total) to street main, provide (2) new roof drains, provide select managony; responstoring, provide mew roof lighting and address related memory removed interior factors.	
	13 13	9		32	0	vi
z	79 Y	•	۵	15	•	
ACTIO	<b>π</b> 2	73	<b>18</b> 0	m	•	73
AFFIRM. ACTION	¥¥ •	v		4	82	•
FISCAL	2014	2014	2014	2014	2013	2013
ANTICIPATED COMPLETION DATE	8/10/2014	8/11/2014	6/1/2014	8/11/2014	7/18/2014	8/1/2014
AWARD	3/27/2014	3/19/2014	3/14/2014	3/14/2014	4/8/2014	3/19/2014
CONTRACT	3,583,488.00	5,194,400.00	211,202.12	1,061,000.00	204,998.64	\$ 1,875,000.00
CONTRACT	9	\$ Q18	<b>5</b>	810	<b>\$</b>	BID
CONTRACT#	2700913	2696945	2694812	2694809	2706106	2696946
CONTRACTOR	RELIABLE & ASSOCIATES	ALL-BW COMPANY COMPANY	KR. MILLER CONTRACTORS, INC.	K.R. MILLER CONTRACTORS, INC.	F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES, LLC	WIGHT & COMPANY
SCHOOL	Ames School	Carson School	Castellanos School	Clemente School	Crane School	Grane School

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	REASONS FOR PROJECT	•	80			6		
	REA: FC			ator to um; I oms.	<u>.</u>	nator to lum; dia of new	: rpentry tain door ssor. ctrical	
	PROJECT SCOPE AND NOTES		excitabilities and excitabilities and some and and an excitabilities within the existing library spaces. Develop a design solution at the site via within the existing library spaces. Develop a design solution at the site via more furniture, an inior building and system modifications. This will be funded by Brither's Team.	This project has been revised per the direction of the STEM Coordinator to include the following new Jaszrooms to support the STEM curriculum; (1) new engineering labs, (1) new media classroom, (1) new level III science classroom, and renovation of (2) existing computer classrooms.	New accessible entrance, elevator, LULA, stage IIIt, Unisex toilet. rooms, general toilet room accessibility. Renovated finishes in classrooms, general toilet ryom accessibility. Renovated finishes in classrooms, toilet ryoms. (4) New science classrooms and (1) prop room, computer lab, black box, theatre, large ensemble space, art lab with kiln, dance studios and music rooms including sound booths, dry locker rooms. Studios and music rooms including sound booths, dry locker rooms, restoration & roof patching. Alt handler for Black box theatre, Window AC, new exhaust fans, MDF Room cooling new WAP overlay throughout.	This project has been revised per the direction of the STEM Goordinator to include the following new classrooms to support the STEM curriculum; (I) haw computer classroom, (I) new engineering labs, (I) new media classroom, (I) new level III science classrooms, and 20% ADA path of travel improvements including select new drinking fountains and a new Unisex/Staff Toilet Room.	Site Work: Provide new siab and connecting paving. Interior Work: Convert existing Annex classrooms 104, 105 and 106 kinds new Carpentry lab and classroom. Repair finishes of current carpentry lab in the Main Building room 200. Exerior Work: Provide new overhead coiling door for carpentry lab. Provide insulated enclosure for new Art Compressor. Provide support pad for dust collector, MEP Work: Modify the electrical equipment to accommodate the new loads from the Carpentry Lab	
		WBE		S	13	٠	νn _	
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	ACTIO	32 H	TBD	0	41	18	0	
_	AFFIRM. ACTION	¥ -		91	7	13	25	
May 2014	FISCAL	2014	2014	2014	2014	2014	2014	
	ANTICIPATED COMPLETION DATE	8/19/2014	6/1/2014	8/10/2014	8/10/2014	8/10/2014	8/10/2014	
	AWARD	3/25/2014	4/2/2014	3/14/2014	3/21/2014	574,000.00 3/18/2014	601,000.00 3/14/2034	
	CONTRACT AWARD	475,000.00	73,810.00	467,000.00	\$ 15,924,000,00 3/21/2014	574,000.00	601,000.00	\$ 30,244,B9B.76
	0	_	•	•	*	•	•	~
	CONTRACT METHOD	0 <b>8</b> 0	BID	GIB	QIB	Oil	OH .	
	CONTRACT #	2699164	2703080	2694962	2698194	2696042	2694807	
	CONTRACTOR	ALL-BRY CONSTRUCTION COMPANY	WIGHT & COMPANY	F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES., LLC	F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES, LLC	F.H. PASCHEN, S.H. NIELSEN & ASOCIATES, LLC	ALL-BRY COMPANY COMPANY	
	SCHOOL	Curie Schaol	Earle School	Faraday School	Lafayette School	Melody School	Southside Occupational Academy	

1. Safety

3. Fire Code Violations

4. Deteriorated Exterior Co

S. Priority Mechanical Needs 6. ADA Compliance

7. Support for Educational Portfol 8. Support for other District Initia 2 of 2

Report M\_CHANGE\_09

Chicago Public Schools Capital Improvement Program School Vendor Project Number 2013 Smyser ICR 2013-25401-ICR AnDonagh Demotition Change Date App Date Change Order Descriptions Change Date App Date Change order is needed contractor, the Initial propose that was being finalized through the Change Order School of Excellence 2013 Johnson HCE 2013-26231-HCE F.H. Paschen, S.N. Nielsen & Assoc Change Date App Date Change Order Descriptions Change Date App Date Change Order Descriptions Change Date App Date Change Order Descriptions	Original Contract	These change order approval cycles range from 03/01/14 to 03/31/14	ngefrom			Date: 4/23/2014 Dage: 2 of 16
Vendor Proj 3 Smyser School 3 Smyser ICR 201 McDonagh Dendflion Change Date App Date C303/14 03/05/14 Weldon Johnson Elementary 3 Johnson HCE 201 F.H. Paschen, S.N. Nielss Change Date App Date Change Date App Date	Original Contract	CHANGE OBDER I O				ì
9 Yendor Proj 9 Sunyser School 3 Sunyser ICR 201 McDonagh Demotition Change Date Agp Date 03/03/14 03/05/14 Weldon Johnson Elementary 3 Johnson HCE 201 F.H. Paschen, S.N. Nielss Change Date App Date Change Date App Date	Original Contract	OTHERWOLD CINDERS ES	ត			
201 ute 14 14 Nielsu	Amount	Number Changa Ordere	Total Change Orders	Revised Contract Amount	Total Oracle % of PO Contract Number	Board Rpt Number
201 14 14 201 201 Nielss affe						
McDonagh Demotition  Change Date  O3/03/14  O3/05/14  This change of contractor, the that was being environmental ames Weldon Johnson Elementary School of Eb 2013 Johnson HCE  F.H. Paschen, S.N. Nielsen & Assoc Change Date  App Date  Change Date  App Date  Change Clate  O3/22/1/14  O3/22/14  Provide labor:						
Change Date App Date Change Order 03/03/14 03/05/14 This change or contractor, the that was being environmental ames Weldon Johnson Elementary School of Eb 2013 Johnson HCE 2013-26231-HCE F.H. Paschen, S.N. Nielsen & Assoc Change Date App Date Change Order App Dat	\$367,967.32	-	\$135,171.78	\$503,159.10	36.73%	
03/03/14 03/05/14 This change or contractor, the that was being environmental James Weldon Johnson Elementary School of Eb 2013 Johnson HCE 2013-26231-HCE F.H. Paschen, S.N. Nielsen & Assoc Change Date App Date Change Orde Odde 103/28/14 Provide labor 1	r Descriptions				Reason Code 2687679	
environnental James Weldon Johnson Elementary School of Es 2013 Johnson HGE 2013-26231-HGE F.H. Paschen, S.N. Nielsen & Assoc Change Date App Date Change Order 03/21/14 03/28/14 Provide labor:	order is needed to reconcile the initial proposal created by the ginalized throughout the initial proposal created by the initial control of the initial control	This change order is needed to reconcile the final cost of the project. Due to the siming for issuance of the project to the contractor, the initial proposal created by the contractor was not based on final construction documents but on a set of drawings that was being finalized throughout the initial phase of the project. Some of the factors that contributed to the additional cost were	g for Issuance of the projection documents but on a set that contributed to the add	t to the set of drawings litional cost we	OwnerD	\$135,171.78
James Weldon Johnson Elementary School of Ex 2013 Johnson HCE 2013-26231-HCE F.H. Paschen, S.N. Nielsen & Assoc Change Date App Date Change Ordel 03/21/14 03/28/14 Provide labor i	i abatement cost, aboutona p				Project Total	\$135,171.78
2013 Johnson HCE 2013-26231-HCE F.H. Paschen, S.N. Nielsen & Assoc Change Date App Date Change Order 03/21/14 03/28/14 Provide labor i	xcellence					
App Date 03/28/14	113					
App Date 03/28/14	\$668,660.00	15	\$244,379.30	\$913,039.30	36.55%	
03/28/14	Change Order Descriptions				Reason Code 2605798	12-1024-PR8
1 0300	and material to replace sum	Provide labor and material to replace sump pump due to existing inoperable sump pump.	ď.		Discovered Conditions	\$21,831.45
					Project Total	a \$21,831.45
John Farren Elementary School						
2013 Farren LTG 2013-23171-LTG	O			!	;	٠
Broadway Electric *	\$20,618.00	-	\$5,789.00	\$26,407.00 28.08%	28.08%	
age	Change Order Descriptions				Reason Code 2683105	
02/25/14 03/03/14 This lighting r investigated the solid unit rath solid unit rath required full n	rerafit project assumed lamp the fixtures for the replaceme her than being comprised of replacement. This change o	This lighting retraft project assumed lamp and ballast replacement only for the main office light fixures. When the contractor investigated the fixures for the replacement, the fixtures were found to be unique and all light components were moded into one solid unit rather than being comprised of multiple removable pieces. The light fixures could not be retrofitted as planned and required full replacement. This change order addresses the cost to replace the light fixures.	dficelight fixtures. When t 1 all light components were s could not be retrofitted as fixtures.	he contractor modded into on planned and	Omission – AOR e	\$5,789.00
					Project Total	tal \$5,789.00
Mary McLeod Bethune Elementary School of Excellence	xcellence					
2013 Bethune LTG 2013-26611-LTG						
J M Polcum, Inc.	\$70,612.55	S.	\$18,052.04	\$86,554.59	75.56%	
Change Date App Date Change Ords	Change Order Descriptions				Reason Code 2697459	
12/04/13 03/25/14 During this lig	ighting retrofit project, new lighting the project team ins	During this lighting retroff project, new light tenses were added to existing fixtures. After installation, 15 light tenses fell out. To remove the condition the project learn installed? In retal angle brackets to hold the lenses in on 599 light fixtures.	fter installation, 15 light ler ises in on 599 light fixtures.	ises fell out. To	Omission AOR	\$16,325.00
			•		Project Total	otal \$16,325.00

CPS	مارمل			May 2014					Date: 4/	4/23/2014
Capital Improvement Program	sent Program	E		These change order approval cycles range from 03/01/14 to 03/31/14	angetrom			ä		3 of 16
				CHANGE ORDER LOG	90					
School Vendor	à.	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number	Number
CPS Warehouse - City Wide	b Wide									
2013 CPS Warehouse LTG	ø	2013-11890-LTG								
J M Polcurr, Inc.	um, Inc.		\$91,719.03	6	\$23,092.90	\$114,811.93	25.18%			
Change Date App Date	App Date	Change Order Descriptions					Reason Code 26313	Code 2631239		
02/14/14	03/05/14	During the final walk through This change order adds lens	h it was discover ses, retro fit kits	During the final walk through it was discovered that the design did not include all the required scope for the lighting upgrade. This change order adds lenses, retro fit kits, switches and new lights that were not included in the design documents.	required scope for the land	lighting upgrade. ocuments.	Omission - AOR	AOR	47	\$4,631.90
		•						Project Total		\$4,631.90
Louis Pasteur School	~									
2011 Pasteur MCR		2011-24851-MCR								
All-Bry C	All-Bry Construction Company		\$6,449,000.00	ŝo	\$1,495,320.45	\$7,944,320.45 23.19%	23.19%			
Change Date	App Date	Change Order Descriptions	.nt				Reason Code 2492	Code 2492639	11-0525-PR8	PR8
03/04/14	03/05/14	This change order is a cred Standards. The existing ch has significantly reduced the	lit for a chimney imney received s need for maint	This change order is a credit for a chimney ladder that was evaluated by the AOR and deemed not required under CPS Standards. The existing chimney received a new stainless steel cap and liner. The installation of the stainless steel products has significantly reduced the need for maintenance and thus the need to access the ladder.	nd deemed not required installation of the stainle fladder.	under CPS as steel products	Other		<b>\$</b> )	(\$8,971.84)
Chicago High School for the Arts	of for the Arts							Project Total	\$)	(\$8,971.84)
2012 Chi Arts CSP-1	F.	2012-63051-CSP-1								
K.R. Milk	K.R. Miller Contractors, Inc		\$207,990.82	11	\$47,019.24	\$255,010.06	22.61%			
Change Date	Change Date App Date	Change Order Descriptions	rol				Reason Code 2435	Code 2435074	09-1028-PR4	PR4
06/25/13	03/28/14	This change order is for recreptace existing closers, ex replace existing closers, ex the 2nd floor remove and re	cairs to doors an it panic hardwar splace panic har	This change order is for repairs to doors and door hardware to increase safety and functionality. At both ground floor doors replace existing closers, exit panic hardware and provide new closers. On the first floor, remove and dispose of two doors. On the 2nd floor remove and replace panic hardware, and closer.	functionality. At both gro loor, remove and dispos	und floar doors e of two doors. On	Discover	Discovered Conditions	<del>(4</del>	\$21,195.07
06/29/13	03/28/14	Provide labor and material t Doolittle East, Provide a Ho	to remove and d.	Provide labor and material to remove and disconnect the existing door operator at the exterior doors of the main entrance of Dopillule East, Provide a Horton heavy duty door operator connected to existing system.	ne exterior doors of the n tem.	nain entrance of	Discove	Discovered Conditions		\$3,060.75
03/06/14	03/16/14	Provide labor and materials to add glass lites to newly install the location of the new doors requires that lites be installed.	s to add glass liters requires that I	Provide labor and materials to add glass likes to newly installed doors. The contract documents did not call for glass likes and the location of the new doors requires that illes be installed.	l documents did not call	for glass lites and	Omissio	Omission – AOR		\$825.37
03/11/13	03/28/14	Provide labor and materiel to load me excessive heat in the electrical panel	to load measure ical panel.	Provide labor and materiel to load measure the main electrical panel and perform a thermal scan to pinpoint the source of excessive heat in the electrical panel.	thermal scan to pinpoint	tthe source of	Discover	Discovered Conditions		\$1,595.62
								Project Total		\$26,676.81

					•						
Chicago Public Schools	ublic Sc	spoots			These change order approval cycles range from	gefrom			e C	4	<u> </u>
Capital Improvement Program	roveme	nt Progran	T.		03/01/14to 03/31/14				, g	Page: 4 of	4 01 16
School	Vendor	ă	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total ( % of i	Oracie B PO Number	Board Rpt Number	mber
Eli Whitney School	chool										
2013 Whitney LTG	ney LTG	76	2013-25841-LTG								
7	J M Polcur, Inc.	inc.		\$68,742.56	ıo	\$12,709.37	\$81,451.93	18.49%			
Chan	Change Date	App Date	Change Order Descriptions	SUS				Reason Code	20de 2680807		
è	100116111	03/05/14	Ouring the final walk thro	was discover	red that the design did not include all the re	quired scope to compl	lete the lighting	Omission - AOR	-AOR	\$3,57	\$3,577.56
3	<u>.</u>	2000	upgrade. This CO adds	78 Lenses that we	upgrade. This CO adds 78 Lenses that were not included in the design documents				2667934		
02/	02/15/14	03/05/14	During the final walk through	ough it was discoved industrial	During the final walk through it was discovered that the design did not include all the required scope to complete the lighting runnade. This CO adds lightling reflectors, clear tenses and 7 retro fit kits.	equired scope to compl	lete the lighting	Omissian – AOR	-AOR	\$5,57	\$5,577.00
				,					2631245		
02/	02/15/14	03/17/14	During the final walk through upgrade. This CO adds	ough it was discove Lenses, retrofit ki	During the final walk through it was discovered that the design did not include all the required scope to complete the lighting unorate. This CO adds Lenses, retro fit kits, and new infaues that were not included in the design documents	equired scope to comp in the design documer	lete the lighting nts	Omission – AOR	-AOR	\$3,42	\$3,427.73
									Project Total	\$12,58	\$12,582,29
James Weld	on Johnso	n Elements	James Weldon Johnson Elementary School of Excellence								
2014 Joh	2014 Johnson ICR		2014-26231-ICR				1				
_	F.H. Pasch	en, S.N. Nie	F.H. Paschen, S.N. Nielsen & Assoc	\$81,140.22	4	\$13,000.00	\$94,140.22	16.02%			
Cha	Change Date	App Date	Change Order Descriptions	ions				Reason Code	<u>code</u> 2606119	12-1024-PRR	9
								Potrorio remo	irector	(\$2)	(\$211.05)
8	03/04/14	03/19/14	Deductive change order to reconcile unused continuericy	to recondile unuse	acconingericy				Fieding	FCW	(\$244 OE)
									Project lotal	76)	9
Southside Occupational Academy	occupation	al Academi									
2013 Sou	Z013 Southside L1 G-1		Z013-48031-11G-1				70				
	J M Polcum, Inc.			\$14,980.00	4	18.871,24	414,158.01	<u> </u>	, the contract of the contract		
Cha	Change Date	App Date	Change Order Descriptions	ions				2630 2630	2630692		
80	08/21/13	03/14/14		sement of fixtures in	1 Rm 137.	٠		Omissio	Omission AOR	\$2	\$265.47
80	08/21/13	03/14/14	Provide labor and mater installation. The contra	rial to add a uni-str ict documents did r	Provide labor and material to add a uni-strut support for new F-17 flytures with conduit interconnection to accommodate installation. The contract documents did not include provisions for the necessary uni-strut support.	tinterconnection to ac- strut support.	commodate	Omissio	Omission – AOR	6\$	\$980.00
I collo I couis School	loot of								Project Total	\$1,2	\$1,245.47
2011 Lei	2011 Lewis SIP-1		2011-24151-SIP-1		ç	6754 347 00	\$7.061.347.00	11 01%			
	F.H. Pasci	ien, S.N. Ni	š	\$6,310,000.00	35	00.140,10.19	201001		ģ		
<del>Q</del>	Change Date	App Date	Change Order Descriptions	lions				KESSO	2402357		
5	07/29/13	03/28/14		x a discovered con l areas needing stru e project.	This change order is for a discovered condition of some additional shoring that was required to support the structure of the school when additional areas needing structural concrete repair were discovered. These concealed areas could not be known during the design of the project.	equired to support the lese concealed areas (	structure of the could not be known		Discovered Conditlons	\$45,2	\$45,204.00

Fage:  Charles Contract Annount Contract Number  Orders Annount Contract Number  \$751,347.00 \$7,061,347.00 11.31%  \$751,347.00 \$27,061,347.00 11.31%  Stasson Code  In the school when additional areas give design of the project.  The project of the school when additional areas give design of the project.  16°, 384 SF on the North East corner of the Discovered Conditions is scope was not originally included in the Omission – AOR match the adjacent celling spaces.  S45,554.01 \$445,935.30 11.38%  The base scope of work had included the areas of the project of	CPS					May 2014	4					
CHANGE ORDER   Contract   Change   Ch	Chicago	Public S	chools			These chance order approval or	vales range from			_		4/23/2014
Project Number   Configer   Project Number   Configer   Project Number   Configer   Co	Capital In	nproveme	ınt Progra	E		03/01/14 to 03/31	//4			_	Page:	5 of 16
Project Number   Contract State   Cont						CHANGE ORDE	R LOG					
2019 Strict Strict Strict  CO228/14 This is a clascowered condition as it was found that additional supports would be required in order to meet the locating  CO228/14 This is a clascowered condition as it was found that additional supports would be required in order to meet the locating  CO228/14 This is a clascowered condition as it was found that additional supports to repair the structural concrete some will be decided as the season for the season for the decided as the season for the season f	School	Vendor	ă	roject Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board R	pt Number
4151-SIP-1  Space S6.310,000.00 32 S731,347,00 \$7,061,347,00 11,91%  BassonCode  BassonCod	Leslie Lewi	s School										
Assection of the control of the cont	2011 Le	wis SIP-1	8	011-24151-SIP-1								
is a discovered condition as it was found that additional supports would be required in order to meat the locating the clearly of Chicago building code. The supports would be required in order to meat the locating the clearly of the celling sould not be seen during the clearly of the first supports would be celling out of the seen during the clearly of the first sold wash that the lack of Chicago building code. The supports for the celling good and be seen.  A751-CR-1  \$247,785.00  \$243,785.00		F.H. Pasch	en, S.N. Nie	sen & Assoc	\$6,310,000.00	32	\$751,347.00					
use accordance docusion as two control to required in order to meet the location to the tending code. The supports for the celling pack during the design of the protect. It is a decovered control to the celling goad control or the celling goad code in order to peep or the supports for the celling goad code in order to support the structure of the school when additional areas sound not be known during the design of the project.  Schange order is for additional shorming that was required to support the structure of the school when additional areas sound not be known during the design of the project.  \$229,015.48 \$2276,800.48 \$11,71% Project Total \$224,726,00 \$5 \$224,726,00 \$11,71% Project Total \$224,726,00 \$5 \$224,726,00 \$11,71% Project Total \$224,726,00 \$11,7	경	ange Date	App Date	Change Order Descripti	ions				Reason	1Code 2402357		
schange order is for additional areas sould not be known during the design of the project.  \$247,785,00	ö	2/03/14	03/28/14	This is a discovered cor requirements of the City project, so it wasn't until sufficient support could	rdition as it was for or Chicago buildir I the demolition of 1 be seen.	und that additions supports would bing code. The supports for the ceiling he ceiling was done in order to repa	e required in order to meet the good of a seen during the structural concrete about the structur	ne loading he design of the ove that the lack of	Discov	ered Conditions		\$19,343.00
### Project Total #### # Project Total ##### Project Total ##### Project Total ##### Project Total ####### Project Total ####################################	ŏ	2/03/14	03/28/14	This change order is for needing repair were disc	additional shoring covered. These co	that was required to support the str sncealed areas could not be known or	ucture of the school when ac during the design of the proje	dditional areas	Discov	ered Conditions		\$6,239.00
### \$227,785.00  \$227,785.00  \$227,785.00  \$229,015.48  \$2276,800.48  \$11,71%  ### Beason Code  ### Beason C	isabell C O	'Kaeffe Sch	ļ	٠						Project Total		\$70,786.00
### SEASON SEARCH SECRET SEASON SEARCH SEASON SEASO	2014 01	Keefe ICR-1		014-24751-ICR-1								
Reason Code  This scope was not material to prepare, prime and paint all walls in the total countents.  The documents.  Wide labor and materials to remove damaged plaster ceiling, approximately 24' by 16', 384 SF on the North East corner of the Discovered Conditions shiften the and paint all walls in the total corner. This scope was not originally included in the Discovered Conditions and the and material to prepare, prime and paint the decorative trim to match all the tim being painted in the space.  Omission – AOR –		K.R. Miller	Contractors,	Inc	\$247,785.00	ı,	\$29,015.48	\$276,800.48	11.71%			
wide labor and materials to replace approximately 16 LF of comice to match adjacent profile. Prepare, prime and paint to Discovered Conditions to the easing.  You've metal and labor to remove damaged plaster ceiling, approximately 24 by 16°, 384 SF on the North East comer of the Discovered Conditions Storing was caused by water Intustion after scoping was complete.  Wide labor and material to prepare, prime and paint the decorative trim to match all the tim being painted in the space.  Omission – AOR  Omission – AOR  Omission – AOR  Omission – AOR  Stati-LCR  \$445,535.30 11.38%  Season.Code  Consistion – AOR  Reason.Code  Season.Code	긺	ange Date	App Date	Change Order Descript	ions				Reaso	<u>n Code</u> 2663405		
avide material and labor to remove damaged plaster celling, approximately 24 by 16°, 384 SF on the North East comer of the Discovered Conditions Sifrorium. Damage was caused by water intrusion after scoping was complete.  Sifrorium. Damage was caused by water intrusion after scoping was complete.  This scope was not originally included in the space.  Omission – AOR  Signally to prepare, prime and paint the decorative trim to match all the tirm being painted in the space.  Omission – AOR  Omission – AOR  Omission – AOR  Signally to prepare, prime and paint the certification in the vestibule to match the adjacent celling spaces.  Signally 100 SF. This scope was not included in the contract documents.  Signally 100 SF. This scope was not included in the contract documents.  Signally 100 SF. This scope was not included in the contract documents.  Signally 100 SF. This scope was not included in the contract documents.  Signally 100 SF. This scope was not included in the contract documents.  Signally 100 SF. This scope was not included in the contract of the project, and further review, it was determined that the inclusionance of the part of the scope of work in order to attain the original intent for the project.  The base scope of work had intent for the project.  Project Total Signally 100 SF. This scope was not attain the original intent for the project for attain the original project for attain the original intent for the project for attain the original project for	0	2/26/14	03/03/14	Provide labor and mater mater match existing.	ials to replace appi	roximately 16LF of cornice to match	ı adjacent profile. Prepare, pr	ime and paint to	Discov	ered Conditions		\$673.07
wide labor and material to prepare, prime and paint the totalet room. This scope was not originally included in the omission – AOR tract documents.  Wide material and labor to prepare, prime and paint the decorative trim to match the adjacent celling spaces.  Omission – AOR omission – AOR omission – AOR omission and paint the centract documents.  \$445,554.01 \$445,935.30 11.38%  \$4500,381.29 3 \$455,554.01 \$445,935.30 11.38%  Beason Code  School of the proper fill own from the gym. The base scope of work had included the included the included the desired by this builden need to be part of the scope of work in order to attain the original intent for the project.  Project Total \$2683783  School of the gym, however, following the award of the project, and further review, it was determined that the fillional spaces below the gym.  Project Total \$2683783  School of the grade of the scope of work in order to attain the original intent for the project following the award of the gym.  Project Total \$2683783  School of the grade of the scope of work in order to attain the original intent for the project following the award of the gym.	0	3/12/14	03/28/14	Provide material and fal auditorium. Damage wa	bor to remove dam is caused by water	laged plaster ceiling, approximately a intrusion after scoping was comple	24' by 16', 384 SF on the Na te.	rth East comer of the		ered Conditions		\$25,646.78
wide makerial and labor to prepare, prime and paint the decorative trim to match all the tim being painted in the space.  Omission – AOR  wide labor and material and labor to prepare, prime and paint the certification in the vestibule to match the adjacent ceiling spaces.  S45,554.01  \$400,381.29  \$400,381.29  \$45,554.01  \$445,935.30  The base scope of work had included the mission – AOR  Season Code  Season Spaces nated by this builder need to be part of the scope of work in order to attain the original intent for the project.  Project Total  S45,554.01  \$445,935.30  The base scope of work had included the omission – AOR  Change order beautificated by this builder need to be part of the scope of work in order to attain the original intent for the project.  Project Total  S683783  S683783  S683783  Project Total	0	2/27/14	03/03/14	Provide labor and mater contract documents.	rial to prepare, prim	ne and paint all walls in the toilet roo	m. This scape was not origin	ally included in the	Omissi	ian - AOR		\$637.46
wide labor and material to prepare, prime and paint the ceiting in the vestibule to match the adjacent ceiting spaces,  2445,100 SF. This scope was not included in the contract documents.  \$400,381,29  \$400,381,29  \$400,381,29  \$445,935,30  \$445,935,30  \$600,381,29  \$600,381,39  \$600,381,29	O	2/27/14	03/18/14	Provide material and fab	or to prepare, prim	ne and paint the decorative trim to m	atch all the trim being painte	d in the space.	Omissi	on - AOR		\$1,608.63
Project Total 8 \$400,381.29 3 \$45,554.01 \$445,935.30 11.38%  Reason.Code 2A21-ICR \$400,381.29 3 \$45,554.01 \$445,935.30 11.38%  Reason.Code 2A83783 2A83783 3 Scharge order is for additional celling replacement in spaces below the gym. The bases scope of work had included the Omission – AOR in classrooms below the gym, order to attain the original intent for the project ich was to reduce note in classroom spaces below the gym.  Project Total	0	2/26/14	03/03/14	Provide labor and mater approximately 100 SF. 1	nal to prepare, prim This scope was no	re and paint the ceiling in the vestible kincluded in the contract document	ule to match the adjacent ceils.	ling spaces,	Omiss	ion – AOR		\$449.54
\$400,381.29  \$400,381.29  \$45,554.01  \$445,935.30  11.38%  ReasonCode  2683783  s change order bescriptions  In classrooms below the gym.  The base scope of work had included the omission —AOR included by this builden need to be part of the scope of work in order to attain the original intent for the project. Included by this builden need to be part of the scope of work in order to attain the original intent for the project.  Project Total	Angustus	H Burdev Ek	mentary Sc	joodi						Project Total	_	\$29,015.48
Contractors, Inc.  App Date Change Order Descriptions  App Date Change order is for additional ceiling replacement in spaces below the gym.  This change order is for additional ceiling replacement in spaces below the gym.  The base scope of work had included the original intent for the project.  The base scope of work had included the original intent for the project which was to reduce noise in classroom spaces below the gym.  Project Total	2013 B.	urley ICR	7	013-22421-ICR								
App Date Change Order Descriptions Code Change order is for additional ceiling replacement in spaces below the gym. The base scope of work had included the Christian – AOR and classrooms below the gym, however, following the award of the project, and further review, it was determined that the additional spaces noted by this builden need to be part of the scope of work in order to attain the original intent for the project which was to reduce noise in classroom spaces below the gym.  Respondence of work had included the Christian – AOR which was to reduce noise in classroom spaces below the gym.  Project Total		K.R. Miller	Contractors,	Inc	\$400,381.29	က	\$45,554.01	\$445,935.30	11.38%			
03/03/14 This change order is for additional celling replacement in spaces below the gym. The base scope of work had included the Omission – AOR main classrooms below the gym, however, following the award of the project, and further review, it was determined that the additional spaces noted by this bulletin need to be part of the scope of work in order to attain the original intent for the project which was to reduce noise in classroom spaces below the gym.	ଶ	ange Date		Change Order Descript	lions				Reaso	<u>n Code</u> 2683783		
	5	12/21/14	03/03/14	This change order is formain classrooms below additional spaces noted which was to reduce no	r additional ceiling in the gym, however I by this bulletin ne ise in classroom si	replacement in spaces below the g), following the award of the project, ed to be part of the scope of work in paces below the gym.	rm. The base scope of wor and further review, it was del n order to attain the original in	k had included the termined that the itent for the project	Omiss	ion - AOR		\$29,531.01
										Project Tota	70	\$29,531.01

The following change orders have been approved and are being reported to the Board in amears.

Report M\_CHANGE\_09

Chicago Public Schools Capital Improvement Progr	0 1111								ċ		* * * * * * * * * * * * * * * * * * * *
	Public a		í		These change order approval cycles range from	efrom			Š		4/23/2014 7 of 16
	proveme	int Program	L.		CHANGE ORDER LOG	(5)			2	raye.	2
School	Vendor	á	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount C	Total % of Contract	Oracle PO Number	Board Rpt Number	Number
Arthur Dixon School	n School										
2012 Dixon BLR	ton BLR	2	2012-22971-BLR								
	All-Bry Con	All-Bry Construction Company		\$5,199,000.00	35	\$391,110.82	\$5,590,110.82	7.52%			
Cha	Change Date App Date	App Date	Change Order Descriptions	SI				Reason Code 2298	738	11-0525-PR8	χ 8
\$	12/16/13	03/28/14	The G.C. discovered an ewithout consulting the AC and girls toiler rooms alor blocked up with a CMU with AOR.	oxisting vertical tolid DR/EOR or Owner 1g the lavatory walli vali. This change o	The G.C. discovered an existing vertical toilet exhaust riser in the boys and girls chases and reused the existing vertical riser without consulting the AOREOR or Owner. The design in the drawings showed a new duct opening in each floor of the boys and girls toilet rooms along the lavatory walls which was not completed. The reused ductwork with the new branches are now blocked up with a CMU wall. This change order proposal is for providing a credit for the work not performed as agreed to with the AOR.	and reused the exist duct opening in each twork with the new b work not performed	ing vertical riser h floor of the boys ranches are now as agreed to with	Other		<b>2</b>	(\$4,061.00)
	÷								Project Total	2	(\$4,061.00)
Hugnes/Davis	gnes/Davis 2014 Hunhes I ICR-1		2014-22451-ICR-1								
	Old Veteran Constructi	Construct	ion, Inc	\$40,628.00	-	\$2,698.72	\$43,326.72	6.64%			
췽	Change Date App Date	App Date	Change Order Descriptions	SUZ				Reason Code	Code		
ö	03/10/14	03/17/14	The L. Hughes ICR-1 pro completion of this work, (	ectinvolved the reconstitution of the reconstitution of the reconstruction of the reconstitution of the reconst	The L. Hughes ICR-1 project involved the renovation of the existing school library into a new media center. Following the completion of this work, CPS requested the addition of a viny letter quotation on an overhead soffit. This change order provides and the change of the provides.	new media center. I thead soffit, This ch	-ollowing the ange order provides	Owner Directed	iracted	is	\$2,698.72
				erien Nedresi.					Project Total	69	\$2,698.72
Edward C [	Edward C Dalano School										
2014 De	2014 Delano ROF	2 2	2014-22911-ROF	010000	•	0.00	22 000 0100	) 000 0			
å	Change Date And Date	r.n. resoluti, o.iv. ivieselle Associate	Channa Order Descriptions	96.646,3024	•	16.6.10.0		Beason Code	Code		
3	ange Date	ADD Valle	Change Crue Descriping	2				ings and	2608252	12-1024-PR8	7R8
Ó	03/04/14	03/16/14	This is a change order for driven rain water has bee there to do repairs on out a designed solution was	or rebuilding portlo en leaking into the her portlons of roof determined that th	This is a change order for rebuilding portions of the roof where the unit ventifators have their air intakes. During times of wind diver rain welfer has been leading into the school. This was not part of the scope of work assigned to the contractor, who was there to do repairs on other portions of roofing and install some window unit air conditioners. Once the condition was observed a designed solution was determined that the existing roofing areas need to be rebuilt.	e their air intakes. I vork assigned to the oners. Once the con	During times of wind contractor, who was addition was observed		Discovered Conditions	8	\$15,979.97
Horace Mann School	nn School								Project Total	₩.	\$15,979.97
2013 M	2013 Mann LTG	7	2013-24331-LTG								
	Imperial Lic	Imperial Lighting Maintenance Co.	nance Co.	\$71,922.63	-	\$4,230.46	\$76,153.09	5.88%			
ä	Change Date	App Date	Change Order Descriptions	<u>018</u>				Reason Code 2631	Code 2631358		
0	03/04/14	03/16/14	The initial survey that wa reconcites the initial sun-	is done proved inac sey with the final su	The initial survey that was done proved haccurate and as a consequence the frixture count was incorrect. This change order reconcites the initial survey with the final survey by adding and deleting fixtures as appropriate.	unt was incorrect. ⊺ opriate,	his change order	Omissio	Omission – AOR	€	\$4,230.46
									Project Total		\$4,230.46

Capital Improvement Propiet   Capi	CPS				May 2014						
Winder   Project Number   Original   Origin	Chicago Public		F		These change order approval cycles rang 03/01/14 to 03/31/14	gefrom			o ĕ		3/2014 of 16
Project Number   Proj	Capital Intpicted	Bigor Linguis			CHANGE ORDER LO	9					
1213-2311-LIG  Sale-Sand State of Strings of		ě.	oject Number	Original Contract Amount	Number Change Orders	i l	Revised Contract Amount		Oracle PO Number	Board Rpt	Number
Project Total String St	Thomas Hoyne Sct	lool									
The initial survey with the final survey wit	2013 Hoyne LT(		113-23871-LTG								
The initial survey that was done proved inaccurate and as a consequence the fixture count was incorrect. This change order  The initial survey that was done proved inaccurate and as a consequence the fixture count was incorrect. This change order  Technology  SSG.504.07	Imperia	l Lighting Mainter	nance Co.	\$7,103.61	₩.	\$412.39	\$7,516,00	5.81%			
The hilled survey that was done proved inaccurate and as a consequence the findure count was incorrect. This change order  1-22314-17G	Change Dat	e App Date	Change Order Descriptions	1				Reason	Code		
13-2311-LTG Technidod Discontinuous and state of the project Total Technidod Discontinuous and state of the project Total Technidod Survey with the final survey with the final survey by adding and deteing fixtures as appropriate. The initial survey with the final	03/04/14		The initial survey that was d	done proved instants	securate and as a consequence the fixture co	ount was incorrect. The	is change order	Omission	- AOR		\$412.39
13-23311-LTG Technidogy S65.504.07 S65.504.07 Technidogy Technidogy The initial survey that was done proved inaccurate and as a consequence the fixture count was incorrect. This change order The initial survey with the first and accurate and as a consequence the fixture count was incorrect. This change order Treconcilise the initial survey with the first and accurate and as a consequence the fixture as appropriate. The initial survey with the first and accurate and as a consequence the fixture as appropriate. The initial survey with the first and accurate and deleting fixtures as appropriate. The initial survey with the first and accurate and deleting fixtures as appropriate.  S226.537.44  S226.537.44  S226.537.44  S226.537.45  Change Order Descriptions During the first awalk through it was discovered that the design did not include all the required scopes to complete the lightling upgrade. This change order adds larses, refro it kits switches and fixtures that were not included in the design documents  Reason Code Change Descriptions  S225.500.000  S10.947.78  S10.947.78  S235.947.78  S235.947.78  Change Dassor Code Change Dassor Code Change Dassor and material to install a new AVC unit in room 206. During the original design of this project room 206 was not a classroom.  Provide labor and material to install a new AVC unit. Following the initiation of the project the space was changed to a classroom.  Project Total  S226.504.78  S10.947.78  S10.947.78  S225.947.78  S225.947.78  Change Descriptions  Change Descriptions  Project Total  S226.646  Description  S226.647  S10.947.78  S226.947.78  S226.947.7									Project Total		\$412.39
### 2013-22311-LTG    Services & Technology   \$65,504.07   3   \$63,564.89   \$69,088.96   \$69,088.96   \$64.4%   ResearCode	Brentano Math & S	cience Academ	Á								
Second   S	2013 Brentano		013-22311-LTG								
CONTRICTOR Change Order Descriptions  CONTRICTOR  CONT	ECOL	ighting Services	& Technology	\$65,504.07	· 60	\$3,564.89	\$69,068.96	5.44%			
The initial survey that was done proved inaccurate and as a consequence the fixture count was incorrect. This change order reconciles the initial survey that was done proved inaccurate and as a consequence the fixture count was incorrect. This change order a fixture say propriate.  The initial survey that was done proved inaccurate and as a consequence the fixture count was incorrect. This change order — AOR  The initial survey that was done proved inaccurate and as a consequence the fixture count was incorrect. This change order proved inaccurate and as a consequence the fixture say appropriate.  ADD Date Change Order Descriptions  A	Change Da	e App Date	Change Order Descriptions	øsl.				Reason	Code 2631156		
The initial survey that was done proved inaccurate and as a consequence the fraute count was incorrect. This change order reconciles the initial survey that was done proved inaccurate and as a consequence the fraute count was incorrect. This change order adds lens sev. retro fit kills switches and fixtures that were not included in the design documents  23 2013-23631-LTG  Ago Dale  Change Order Descriptions  Contractors, Inc.  Contractors, Inc.  Ago Dale  S225,000.00  2014-25891-ACD  Contractors, Inc.  Ago Dale  S225,000.00  S225,00	03/20/14	03/28/14	The initial survey that was or reconciles the initial survey	done proved in:	accurate and as a consequence the fixture co survey by adding and deleting fixtures as app	ount was incorrect. Til propriate.	nis change order	Omisslo	n-AOR		\$62.00
Project Total  2 2013-23631-LTG  S28,537.44 2 \$1,501.58 \$30,039.02 5.26%  App Date Change Order Descriptions of the three design did not include all the required scope to complete the lighting upgrade. This change order adds lenses, retro fit kils switches and fixures that were not included in the design documents  chool  2014.25891-ACD  Contractors, Inc  App Date	03/20/14		The initial survey that was or	done proved in	accurate and as a consequence the fixture co	ount was incorrect. The propriet.	his change order	Отіввіо	n – AOR		\$122.60
3 2013-23531-LTG \$28,537.44 2 \$1,501.58 \$30,039.02 \$2.26%, Inc. Ago Date Change Order Descriptions characteristics and fixtures that were not included in the design documents by an advance order adds learses, refor it kits switches and fixtures that were not included in the design documents characteristics. This change order adds learses, refor it kits switches and fixtures that were not included in the design documents characteristics. The change order adds learses, refor it kits switches and fixtures that were not included in the design documents characteristics. The characteristics and fixtures that were not included in the design documents characteristics. The characteristics and fixtures that were not included in the design documents characteristics. The characteristics and fixtures that were not included in the design documents characteristics. The characteristics and fixtures and fixtures that were not included in the design documents. Project Total Reason Code (12-1024-12-12-12-12-12-12-12-12-12-12-12-12-12-						-			Project Total		\$184.60
2013-23631-LTG  \$208,537.44 2 \$1,501.58 \$30,039.02 5.28%  Reason Code    Property Change Order Descriptions   Reason Code   Reas	Woodlawn Commi	ınıty									
\$20,033.02 5.28%  See Say, 033.02 5.28%  Research Code  During the final walk through it was discovered that the design did not include all the required scope to complete the lighting upgrade. This change order adds lenses, retro fit kils switches and fixures that were not included in the design documents  Total 25881-ACD  Annual 2581-ACD  Annu	2013 Woodlawr		013-23631-LTG								
Change Order Describitions  Change Character Change order adds learses, retro fit kits switches and fixtures that were not included in the design documents  1014-25891-ACD  Chars, Inc.  Change Order Descriptions  Chars, Inc.  Change Order Descriptions  Chars, Inc.  Change Order Descriptions  Character Cha	JMP	dcurr, Inc.		\$28,537.44	2	\$1,501.58	\$30,039.02	5,26%			
During the final walk through it was discovered that the design did not include all the required scope to complete the lighting onission – AOR project This change order adds lenses, retro fit kits switches and fixures that were not included in the design documents and some control of the project to the design documents and some complete the lighting of the receive an A/C unit in room 205. During the original design of this project room 205 was not a classroom and thus did not receive an A/C unit. Following the initiation of the project the space was changed to a classroom.  Project Total  Project Total  Project Total	Change De		Change Order Description	ø.				Reason	Code 2631250		
2014-25891-ACD \$225,000.00 3 \$10,947.78 \$235,947.78 4.87%  Change Order Describitions  Change Order Describitions  2805804 12-1024- 2805804 12-1024- 3/14 Provide labor and material to install a new A/C unit. Following the initiation of the project the space was changed to a classroom.  Project Total	02/15/14		During the final walk throug	ghit was discorer adds lenses	vered that the design did not include all the re- retrofit kits switches and fixures that were	equired scope to com not included in the de	plete the lighting sign documents	Omissic	n – AOR	•	11,170,96
ctors, Inc. \$225,000.00 3 \$10,947.78 \$235,947.78 \$235,947.78   Reason Code    Change Charge Descriptions   Provide labor and material to install a new A/C unit. Following the initiation of the project the space was changed to a classroom.   Project Total    Project Total   Project Total    S10,947.78 \$235,947.78 \$235,947.78   Reason Code    S205804 12-1024-  Cabosto									Project Total		\$1,170.96
2014-25881-ACD  Solutradors, Inc  App Date Change Order Descriptions  App Date Change Order Descriptions  App Date Change or and material to install a new AVC unit. Following the initiation of the project the space was changed to a classroom.  Project Total  Project Total	Williams Element	ary School									
App Date Change Order Descriptions  App Date Change Lorder Descriptions  App Date Change Order Descriptions  Cological App Date Change Order Descriptions  Cological Approximation of the project the space was changed to a classroom.  Project Total  Project Total	2014 Williams		1014-25891-ACD								
App Date Change Order Descriptions 2505804 12-1024- 25058	K.R. A	filler Contractors	, Inc	\$225,000.00	e	\$10,947.78	\$235,947.78				
03/03/14 Provide labor and material to install a new A/C unit in room 206. During the original design of this project room 206 was not a Owner Directed classroom.  classroom and thus did not receive an A/C unit. Following the initiation of the project the space was changed to a classroom.  Project Total	Change D	ite App Date		ହ୍ରା				Reason	2605804	12-1024-	PR8
Project Total	01/13/14		Provide labor and material classroom and thus did no	to install a nev	v A/C unit in room 205. During the original d 'C unit. Following the initiation of the project t	lesign of this project ro the space was change	oom 205 was not a sid to a classroom.		Directed		\$6,479.05
									Project Total		\$6,479.05

Report M\_CHANGE\_09

Chicago Public Schools	CPS				May 2014					
Wandow   Project Number   Conglas   Number   Conglas   Number   Conglas   Number   Conglas   Constant   Number   Conglas   Constant   Number   Conglas   Constant   Number   Conglas   Constant   Constant   Number   Conglas   Constant   Const	Chicago Public S Capital Improveme	ichools ent Prograe	E		These change order approval cycle 03/01/14 to 03/31/14	srangefrom			Dat Pag	4
Water   Project Number   Control					CHANGE ORDER	_0G				
### \$1,157,055.47 5 \$1,203,077.97 \$1,99%  ##################################		ă.	oject Number	Original Contract Amount	Number Change Orders	Total Change Orders			<u>.</u>	oard Rpt Number
### State	Arthur A Libby Schoo									
\$1,157,056.47 5 \$1,022.40 \$1,203.077.37 3.89% Reason Code England and needed to be relocated to accommodate the accessibility of the accession of accession and the accession and the accession acces	2014 Libby ICR	*	314-24171-ICR	-						
edocr for classroom 224 was incorrectly designed and needed to be refocated to accommodate the accessibility of the Omission AOR Report for classroom 224 was incorrectly designed and needed to be refocated to accommodate the accessibility of the Omission AOR Report for classroom 224 was incorrectly designed and needed to be used and the correct codes designes so the kitchen can be functional. At the time of design the kitchen was not closed and the contract crawing did not include any scope for the kitchen space. After the project was awarded, it as determined that the kitchen would need to be functional.  22531-LTG  22531-LTG  2254-LTG  2254-LTG  22551-LTG  2257-LTG  22551-LTG  2257-RTG  22551-LTG  22551-	K.R. Miller		입	\$1,157,055.47	5	\$46,022.40	\$1,203,077.87	3.98%		
see Provide rates and allocated to be redocated to accommodate the accessibility of the Omission – AOR ace Provide rate and incorrectly designed and needed to be redocated to accommodate the accessibility of the Omission – AOR and Provided Read and the Correct code vidadions so the follower and read and alex to correct cross vidadions so the follower and see a contract crossing and alex to correct code vidadions as the follower and seed on the follower and seed follower and seed on the follower and seed follower and material to white the follower and seed the follower and the f	Change Date	App Date	Change Order Desc	riptions				Reason Cor	920	2-1024-PR8
wide material and labor to correct code vidations so the functional. At the time of design the kitchen was not owner Directed and each to correct code vidations so the functional. At the time of design the kitchen would need to be functional.  Statement and labor to correct code vidations so the functional.  Statement and labor for missing a cope including new lenses, retroft kits and thaures as necessary.  Statement and labor for missing a cope including new lenses, retroft kits and thaures as necessary.  Statement and labor for missing a cope including new lenses, retroft kits and thaures as necessary.  Statement and labor for missing a cope including new lenses, retroft kits and thaures as necessary.  Statement and labor for missing a cope including new lenses, retroft kits and thaures as necessary.  Statement and labor for missing a cope including new lenses, retroft kits and thaures as necessary.  Statement and labor for missing a cope including new lenses, retroft kits and thaures as a paperometrial.  Statement and labor for missing a cope including and defelting findures as appropriate.  Statement and an area were the existing and defelting findures as appropriate.  Statement and material to white beasing door and door frame. This additional scope was necessary but not included in the original. Onesiston—AOR  Statement and material to white to ling to link room to CPS standards. This was scope was necessary but not included in the original. Onesiston—AOR  Project Total  Project Total  Project Total  Project Total  State ACOR.  Statement and material to bring to link room to CPS standards. This was scope was necessary but not included in the original. Onesiston—AOR  Project Total  Stated ACOR.  S	03/03/14	03/05/14	The door for classro	om 224 was incorrectly	y designed and needed to be relocated	to accommodate the acce	ssibility of the	Omission -	AOR	\$9,099,45
se determined that the kitchen would need to be functional.  22531-LTG  chindlogy  \$17,555.31 1	12/06/13	03/28/14	space. Frovice material and intended to be used	distriction of the code of the code of the contract draw from the contract draw	ite use town and name, violations so the kitchen can be functi ving did not include any scope for the k	onal. At the time of desigitchen space. After the p	in the kitchen was no reject was awarded,		cted	\$3,507.80
2557-LTG  chindogy \$17,555.31 1 8654.30 \$18,0209.61 3.73%  Reason Code  25601-LTG  25601			was determined that	t the kitchen would nee	ed to be functional.					10100
25371-LTG  Chindogy S17,555.31 1 Reason Code  Chindogy S17,555.31 1 Sept. Code  Chindogy S17,555.31 1 Sept. Code  Chindogy S17,747.20 Sept. Sept	olding C	log vacture	100						Project lotal	\$12,007.25
Notice   Technology   S17,555.31   1   S684.30   S18,208.51   S17,555.31   1   S684.30   S18,208.51   S18,2	2013 Cameron LT	G 2	013-22531-LTG							
Change Order Descriptions  28/144 Provide material and labor for missing scope including new lenses, retrofit kits and fixures as necessary.  20/3-26601-LTG  1/2/14 Provide material and labor for missing scope including new lenses, retrofit kits and fixures as necessary.  20/3-26601-LTG  1/2/14 Provide material and labor for missing scope including new lenses, retrofit kits and fixures as necessary.  20/3-26601-LTG  1/2/14 Provide both of the was done proved inaccurate and as a consequence the fixure count was incorrect. This change order Omission – AOR  20/3-24/1051-LCR  20/3-24/1052-LCR  20/3-24/1051-LCR  20/3-24/1	46 CON	o Service	& Technology	\$17,555.31	-	\$654.30	\$18,209.61	3.73%		
29/14 Provide material and labor for missing scope including new lenses, retrofit kits and fixtures as necessary.  20/3-26601-LTG    Maintenance Co.	Change Date	App Date	Change Order Desc				•	Reason Co	de	
29/14 Provide material and labor for missing scope including new lenses, retrofit kits and fixtures as necessary.  2013-26601-LTG    Maintenance Co.								98	31155	
Project Total    Maintenance Co.   \$56,608.32   1   \$1,747.20   \$60,355.52   2.98%     Maintenance Co.   \$56,608.32   1   \$1,747.20   \$60,355.52   2.98%     19214   The initial survey that was done proved inaccurate and as a consequence the fixture count was incorrect. This charge order   Omission - AOR     19214   The initial survey that was done proved inaccurate and as a consequence the fixture count was incorrect. This charge order   Omission - AOR     19214   The initial survey that was done proved inaccurate and as a consequence the fixture count was incorrect. This charge order   Omission - AOR     19214   The initial survey that was done proved inaccurate and deleting fixtures as appropriate.   Project Total     19214   The initial survey that was done order in the initial survey with the final survey by adding and deleting fixtures as appropriate.   Project Total     19214   The initial survey that was done order in the original order or	03/24/14	03/28/14	Provide material and	d labor for missing sco	peincluding new lenses, retrofit kits an	d fixtures as necessary.		Omissian -	AOR	\$654.30
Maintenance Co.   \$58,608.32   1   \$1,747.20   \$60,355.52   2.98%     Maintenance Co.   \$58,608.32   1   \$1,747.20   \$60,355.52   2.98%     Maintenance Co.   \$58,608.32   1								'	Project Total	\$654.30
\$56,508.32 1	William E B Dubols S									
\$56,568.32 1 \$1,747.20 \$60,355.52 2.98%  Reason Code 2631231  that was done proved inaccurate and as a consequence the fixture count was incorrect. This change order Omission – AOR tial survey with the final survey by adding and deleting fixtures as appropriate.  \$1,234,800.00 8 \$31,740.26 \$1,266,540.26 2.57%  Inaterial to rehab existing door and door frame. This additional scope was necessary because the existing Oiscovered Conditions In material to bring tollet room to CPS standards. This was scope was necessary but not included in the original Omission – AOR  Project Total  Standards Original Omission – AOR  Project Total  Project Total	2013 Dubois LTG		013-26601-LTG							
Stationions  Reason Code 2631231  that was done proved inaccurate and as a consequence the fixture count was incorrect. This change order  S1,234,800,00  S1,234,800,00  S1,234,800,00  S1,234,800,00  S1,234,800,00  S1,286,540,26  S1,286,540,26  S1,286,540,26  S1,286,540,26  S1,286,540,26  S1,286,540,26  S2507462  This additional scope was necessary because the existing  Discovered Conditions  In material to rehab existing door and door frame. This additional scope was necessary because the existing  Discovered Conditions  In material to bring tollet room to CPS standards. This was scope was necessary but not included in the original Omission – AOR  In material to bring tollet room to CPS standards. This was scope was necessary but not included in the original Omission – AOR  Project Total	Imperial L	ighting Mainte	nance Co.	\$58,608.32	+	\$1,747.20	\$60,355.52	2.98%		
that was done proved inaccurate and as a consequence the fixtures as appropriate.  \$1,234,800.00  B \$1,234,800.00  B \$31,740.26  \$1,266,540.26  \$1,266,540.26  \$2507462  \$11-0528  In material to rehab existing door and door frame. This additional scope was necessary because the existing In material to bring toller room to CPS standards. This was scope was necessary but not included in the original Omission – AOR  Project Total  Project Total  Project Total  Project Total  Project Total  Project Total	Change Date		Change Order Des	criptions				Reason Co	de 331231	
\$1,234,800,00 8 \$31,740,26 \$1,286,540,26 2.57%  Reason Code This additional scope was necessary because the existing Discovered Conditions If material to bring toliet room to CPS standards. This was scope was necessary but not included in the original Omission – AOR that is a project Total  Project Total	03/05/14	03/18/14	The initial survey th	at was done proved ins	accurate and as a consequence the fixtures a	ure count was incorrect.	This change order	Omission -	-AOR	\$1,747.20
\$1,234,800.00 B \$131,740.26 \$1,266,540.26 2.57%  Reason Code 2507462 11-0522 In material to rehab existing door and door frame. This additional scope was necessary because the existing Wity rusted and the doors could not close. If material to bring tollet room to CPS standards. This was scope was necessary but not included in the original Omission – AOR standards. This was scope was necessary but not included in the original Omission – AOR standards. This was scope was necessary but not included in the original Omission – AOR standards.									Project Total	\$1,747,20
Construction Co.  \$11,234,800.00 B \$311,740.26 \$1,266,540.26 2.57%  Construction Co.  \$12,234,800.00 B \$311,740.26 \$1,266,540.26 2.57%  Reason Code  2507,462 11-0522  2507,462 11-0522  2507,462 11-0522  2507,462 11-0522  2507,462 11-0522  2507,462 11-0522  2507,462 11-0522  2507,802	Michelle Clark Acade	emic Prep Me	agnet High School			٠				
Construction Co. \$1,284,800.00 8 \$31,740.26 \$1,266,540.26 2.57%  Reason Code  Reason Code  Change Order Descriptions  11-0528  Change Date Change Order Descriptions  Collection and material to rehab existing door and door frame. This additional scope was necessary because the existing Discovered Conditions  frames were heavily rusted and the doors could not close.  Collection and material to bring tollet room to CPS standards. This was scope was necessary but not included in the original Omission – AOR  Contract documents.	2013 Clark ICR		2013-41051-JCR							
App Date Change Order Descriptions 2507462 11-0528  03/05/14 Provide labor and material to rehab existing door and door frame. This additional scope was necessary because the existing Discovered Conditions frames were theavily rusted and the doors could not close.  03/29/14 Provide labor and material to bring tollet room to CPS standards. This was scope was necessary but not included in the original Omission – AOR Project Total	Friedler C	Construction C	ö	\$1,234,800.00	8	\$31,740.26	\$1,266,540.26	2.57%		
03/05/14 Provide labor and material to rehab existing door and door frame. This additional scope was necessary because the existing Discovered Carditions frames were linearly rusted and the doors could not close.  03/28/14 Provide labor and material to bring totlet room to CPS standards. This was scope was necessary but not included in the original Omission – AOR contract documents.	Change Date		Change Order Des	criptions				Reason Co	462	1-0525-PR8
03/28/14 Provide labor and material to bring tollet room to CPS standards. This was scope was necessary but not included in the original Omission – AOR contract documents.  Project Total	10/11/13	03/05/14	Provide labor and n frames were heavil	naterial to rehab existin y rusted and the doors	ig door and door frame. This additional could not close.	scope was necessary be	cause the existing	Discovered	Conditions	\$2,031.40
Project Total	10/30/13	03/28/14	Provide labor and n	naterial to bring tollet ro	oom to CPS standards. This was scop	e was necessary but not i	ncluded in the origina	al Omission – .	AOR	\$12,351.26
				,					Project Total	\$14,382.66

The following change orders have been approved and are being reported to the Board in arrears.

Vendor Perk School 3 Avalon Perk LTG Imperial Lighting Mair			03/01/14 to 03/31/14				L aga	»: 11 of 16
g Mair			CHANGE ORDER LOG	90				
k LTG Lighting Mair	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total Oracle % of PO Contract Number	٠	Board Rpt Number
gMair								
Imperial Lighting Main	2013-22101-LTG							
	itenance Co.	\$66,457.61	-	\$1,203.08	\$67,660.69	1.81%		
Change Date App Date	Change Order Descriptions	tions				Reason Code 2631228	228	
03/04/14 03/13/14		vas done proved inac irvey with the final sur	The initial survey that was done proved inaccurate and as a consequence the fixure count was incorrect. This change $\alpha$ der reconciles the initial survey with the final survey by adding and deleting fixures as appropriate.	count was incorrect, ppropriate.	This change order	Omission – AOR	۳ ا	\$1,203.08
Josephine C Locke School						L	Project lotal	\$1,203,08
	2013-24231-LTG							
ECO Lighting Services	≈ & Technology	\$89,133.50	.81	\$1,519.08	\$90,652.58	1.70%		
Change Date App Date	e Change Order Descriptions	tions				Reason Code 2631152	152	
03/24/14 03/28/14		was done proved inac rivey with the final sur	The initial survey that was done proved inaccurate and as a consequence the fixture count was incorrect. This change order reconciles the initial survey with the final survey by adding and deleting fixtures as appropriate.	count was incorrect.	This change order	Omission - AOR	ĸ	\$1,031.96
03/24/14 03/28/14		was done proved inac rvay with the final sur	The initial survey that was done proved inaccurate and as a consequence the fixture count was incorrect. This change order reconciles the initial survey with the final survey by adding and deteling fixtures as appropriate.	count was incorrect.	This change order	Omission – AOR	α	\$487.12
							Project Total	\$1,519.08
Philip Murray Language Academy	Ų.							
2012 Murray MCR	2012-29221-MCR							
Blinderman Construction Co	tion Co	\$3,131,200.00	26	\$45,370.00	\$3,176,570.00	1.45%		
Change Date App Date	e Change Order Descriptions	otions				Reason Code 2323657		12-0425-PR9
03/03/14 03/16/14	_	Data lines in conflict uning design	CO to relocate existing Data lines in conflict with new unit ventitator. This CO is the result of an error by the AOR to verify space requirements during design	result of an error by th	e AOR to verify	Error - Architect	ъ	\$1,861.00
03/03/14 03/16/14		to new unit ventilator Ilarm trouble bells an	This CO required due to new unit vanilator not fitting intoroom as originally designed. The only location that can accommodate the vanilitary has fire alarm trouble bells and conduit in conflict. This CO adds a new chase and relocates the fire alarm bells, conduit and cable.	d. The only location the only location the only relocated with the only relocated the only respected to the on	hat can accommodate s the fire alarm bells,	a Omission – AOR	æ	\$1,319.00
03/26/14 03/28/14	_	abor to revise light pol	Provide material and labor to revise light pide configuration according to the permit comments issued after the project was bid.	comments issued after	the project was bid.	Permit Code Change	hange	\$5,763.00
Ninos Heroes Academic Center						•	Project lota	\$8,843.00
2013 Ninos Heros LTG-1	2013-31101-LTG-1							
Imperial Lighting Maintenance Co.	ntenance Co.	\$60,668.25	-	\$728.85	\$61,397.10	1.20%		
Change Date App Date	te Change Order Descriptions	ptions				Reason Code 2631234	234	
03/04/14 03/16/14		was done proved inac urvey with the final su	The initial survey that was done proved inaccurate and as a consequence the fixture count was incorrect. This change order reconciles the initial survey with the final survey by adding and deleting fixtures as appropriate.	e count was incorrect. appropriate.	This change order	Omission – AOR	JR	\$728.85
							Project Total	\$728.85

CPS				May 2014					
Chicago Public Schools Canital Improvement Program	chools nt Program	E		These change order approval cycles range from 03/01/14 to 03/31/14	efrom			οŭ	Date: 4/23/2014 Page: 12 of 16
	,			CHANGE ORDER LOG					
Schaol Vendor	ă	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Rodolfo Lozano Bilingual & International Center	ual & Intern	ational Center							
2013 Lozano-Rowe LTG		Ö		·		00000	700		
ECO Lighting Services		& Technology	\$35,966.97	7	\$213.88	\$36.18U.96	0.54%		
Change Date App Date	App Date	Change Order Descriptions					Reason Code 2631	<u>Code</u> 2631148	
03/28/14	03/28/14	The initial survey that was do	one proved inax	The Initial survey that was done proved inaccurate and as a consequence the fixture count was incorrect. This change αder reconciles the initial survey with the final survey by adding and defeting fixtures as appropriate.	nt was incorrect. This priate,	s change order	Omissio	Omission – AOR	\$44.87
03/24/14	03/28/14	The initial survey that was dured reconciles the initial survey.	one proved inac	The initial survey that was done proved inaccratte and as a consequence the frixture count was incorrect. This change order recordles the initial survey with the final survey by badding and defeting frixtures as appropriate.	nt was incorrect. This priate.	s change order	Omissio	Omission – AOR	\$169.12
								Project Total	\$213.99
James B Mcpherson Elementary		School							
2014 McPherson ICR		2014-24471-ICR							
F.H. Pasch	en, S.N. Nie	F.H. Paschen, S.N. Nielsen & Assoc	\$326,821.00	2	\$1,229.58	\$328,050.58	0.38%		
Change Date	App Date	Change Order Descriptions					Reason Code	Code	200
								2640240	12-1024-PR8
03/10/14	03/13/14	During construction and after to painting, it was determine condition related primarily to design	er installation o d that addition. age but also k	During construction and after installation of the 2-story scaffolding and commencement of ceiling repair in the auditorium prior to painting, it was determined that additional repair work to the existing plaster would be required because of its destrictated condition related primarily to age but also lead mitigation. This could not be determined from the floor of the auditorium, during having	of celling repair in the required because of it from the floor of the a	auditorlum prior s deteriorated uditorium, during	Discove	Discovered Conditions	\$10,587.97
		- 1200						Project Total	\$10,587.97
John Gragory School 2014 Gragory NPL		2014-23441-NPL							
Reliable &	Reliable & Associates	7	\$315,000.00	-	(\$196.54)	\$314,803.46	-0.06%		
Change Date	App Date	Change Order Descriptions					Reason Code 2628	1 <u>Code</u> 2628313	11-0525-PR8
03/26/14	03/28/14	Contractor to provide a cred	lit for "Four Squ	Contractor to provide a credit for "Four Square" stripping that was not needed due to the presence of garden planters installed by the presence of garden planters installed	presence of garden p	otanters installed	Discove	Discovered Conditions	(\$196.54)
:					·			Project Total	(\$196.54)
Helen M Hefferan School		2044 22744 MED							
EH. Pasch	S.N.S.	ielsen & Assoc	\$38,074.00	-	(\$183.28)	\$37,890.72	-0.48%		
Change Date	App Date	Change Order Descriptions	ro:				Reasor	Reason Code 2659525	13-0724-PR20
02/28/14	03/05/14	Furnish credit for unused Project Allowance funds, Amount was included in the original purchase order and/or design completion. The amount recomment	roject Altowan: 3 original purch The amount re	Furnish credit for unused Project Allowance funds. Amount was included in the original purchase order to account for any additional cost necessary due to discovered conditions. and/or design completion. The amount recommended for approval is the unused portion of the amount alcoated in the original	ecessary due to disco n of the amount alloca	wered conditions ated in the odginal		Allowance Credit	(\$183.28)
		ביינים ביינים מיינים ביינים						Project Total	(\$183.28)

3				Ma	May 2014				
Chicago Public Schools	Schools	1		These change order	These change order approval cycles range from			دُ ثُ	Date: 4/23/2014
Capital Improvement Program	ent Progra	E		CHANGE	CHANGE ORDER LOG			L	rage. 1301 1
School Vendor	ā.	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Chicago High School For Agricultural Sciences	For Agricult	ural Sciences							
2013 Chicago AG LTG		2013-47091-LTG							
Imperial L	Imperial Lighting Maintenance Co.	nance Co.	\$45,645.09	-	(\$1,224.93)	\$44,420.16	-2.68%		
Change Date	App Date	Change. Order Descriptions	Suo				Reason Code 2631	Code 2831235	
03/04/14	03/13/14	The initial survey that wa reconciles the initial surv	ss done proved ina sev with the final so	accurate and as a consequence by adding and delet	The initial survey that was done proved inaccurate and as a consequence the fixure count was incorrect. This change order reconcles the initial survey with the final survey by adding and deleting fixures as appropriate.	This change order	Omissio	Omission - AOR	(\$1,224.93)
Daniel S Wentworth School	looda			•				Project Total	(\$1,224.93)
2014 Wentworth MEP		2014-25811-MEP							
F.H. Pasc	F.H. Paschen, S.N. Niel	Nielsen & Assoc	\$123,971.00		(\$3,429.01)	\$120,541.99	-2.77%		
Change Date	App Date	Change Order Descriptions	suo				Reason Code 2669	693	11-0525-PR8
02/28/14	03/05/14	Furnish credit for unused Project Allowance funds. Amount was included in the original purchase order and/or dealgn completion. The amount recomment purchase order.	d Project Allowand the original purch n. The amount re	ce funds. lase order to account for a commended for approval;	Furnish credit for unused Project Allowance funds. Amount was included in the original purchase order to account for any additional cost necessary due to discovered conditions and/or delays completion. The amount recommended for approval is the unused portion of the amount allocated in the original purchase order.	covered conditions ccated in the original		Allowance Credit	(\$3,429.01)
								Project Total	(\$3,429.01)
Helen C Peirce School Of International Studies	ol Of Internat	ional Studies							
2013 Peirce WIN		2013-24891-WIN							
McDonag	McDonagh Demolition		\$675,436.85	-	(\$26,172.97)	\$649,263.88	-3.87%		
Change Date	App Date	Change Order Descriptions	ions				Reason Code 2602	Code 2602803	12-1024-PR8
02/28/14	03/05/14	Furnish credit for unused Project Allowance funds. Amount was included in the original purchase order and/or design completion. The amount recomment purchase order.	id Project Allowani I the original purch in. The amount re	ce funds. nase order to account for a reommended for approval	Furnish credit for unused Project Allowance funds. Amount was included in the original purchase order to account for any additional cost necessary due to discovered conditions and/or design completion. The amount recommended for approval is the unused portion of the amount allocated in the original purchase order.	scovered conditions ocated in the original		Allowance Credit	(\$26,172.97)
	7							Project Total	(\$26,172.97)
George W LINOR SCH		2044 20024 1300							
TEM HOTEL PLOY	- 2	13 Mi-1305 1-MEL		•	100 100	00 000			
F.H. Pası	F.H. Paschen, S.N. Nie	v)	\$28,223.00	_	(\$1,227.04)	\$26,995.96	4		
Change Date	Change Date App Date	Change Order Descriptions	suoi				Reason Code 2659	Code 2659531	13-0724-PR20
02/28/14	03/05/14	Furnish credit for unused Project Allowance funds. Amourt was included in the original purchase order and/or design completion. The amount recomment purchase order.	ad Project Allowan I the original purch In. The amount re	ice funds. hase order to account for a scommended for approval	Furnish credit for unused Project Allowance funds.  Amount was included in the original purchase order to account for any additional cost necessary due to discovered conditions and/or design completion. The amount recommended for approval is the unused portion of the amount allocated in the original purchase order.	scovered conditions ocated in the original		Allowance Credit	(\$1,227.04)
								Project Total	(\$1,227.04)

Raport M\_CHANGE\_09

Capital Improvement Program   Capital Musher   Capital				
CHANGE ORDER LOG  Set Number  CONTINED  CONTINED  CONTINED  CONTINED  CONTINED  CONTINED  CONTINED  CONTINED  S31,151,00  1  Change  Amount  Continue  Continue  Amount  Continue  Continue  Continue  Continue  Continue  Continue  Change  C	sycles range from			4
Vendor         Project Number         Conginal Commentary School         Number Commentary School         Conditional Contract Change Amount Orders         Conditional Contract Change Contract Change Amount Change Contract Change Contract Change Contract Change Contract Change Contract Change Chan	1/14			Page: 14 of 16
Vendor   Project Number   Continuent Conti	RLOG			
114-26391-MEP  San Assoc  \$31,151.00  1  Change Order Describilions  Furnish credit for unused Project Allowance funds.  Amount recommended for approval is the unused portion of the amount allocated in purchase order.  Amount recommended for approval is the unused portion of the amount allocated in purchase order.  113-28051-CSP  San & Assoc  \$346,956.00  1  San & Assoc  \$346,956.00  1  San & Assoc  \$396,33.51  This change Order Describilions  This change order is for providing a credit for thirty-two (32) E-1 exit signs and thirty-six (36) fixures in eleven root the scope was performed by the school under separate projects.  San & Assoc  \$33,335.00  Change Order Describilons  This change order is for providing a credit for thirty-two (32) E-1 exit signs and thirty-six (36) fixures in eleven root the scope was performed by the school under separate projects.  Change Order Describilons  This change order is for providing a credit for thirty-two (32) E-1 exit signs and thirty-six (36) fixures in eleven root than 8 Assoc  \$333,335.00  Change Order Describilons  Furnish credit for unused Project Allowance funds.  Furnish credit for unused Project Allowance funds.  Amount was noticed thin the original purchase order to account for any additional cost indecessary due to discovered portion of the amount allocated purchases order.	Total Change Orders	Revised Contract Amount	Total Oracle % of PO Contract Number	Board Rpt Number
sen & Assoc \$31,151.00 1 (\$1,911.30) \$  Change Order Descriptions  Furnish credit for unused Project Allowance funds.  Amount was included in the original purchase order to account for any additional cost necessary due to discovered and/or design completion. The amount recommended for approval is the unused profice of the amount allocated in purchase order.  13-29051-CSP  Isen & Assoc \$5046,956.00 1 (\$588,441.22) \$\$  Change Order Descriptions  Final Reconciliation Credit Change Order for the unused contingency  1 (\$66,828.29) \$\$  Change Order Descriptions  This change order is for providing a credit for thirty-two (32) E-1 exit signs and thirty-six (36) fixures in eleven roon the scope was performed by the school under separate projects.  Furnish credit for unused Project Allowance funds.  Furnish credit for unused project. The amount recommended for approval is the unused portion of the amount allocated purchase order.				
San & Assoc \$31,151.00 1 (\$1,911.30) \$  Change Order Descriptions  Furnish credit for unused Project Allowance funds.  Furnish credit for unused Project Allowance funds.  Amount was included in the original purchase erder to account for any additional cost necessary due to discovered and creasign compilation. The amount recommended for approval is the unused portion of the amount allocated in purchase order.  13-29651-CSP  13-29651-CSP  14-25-25-25-25-25-25-25-25-25-25-25-25-25-				
Change Order Descriptions  Furnish credit for unused Project Allowance funds.  Amount was included in the original purchase order to account for any additional cost necessary due to discovered and/ordesign completion. The amount recommended for approval is the unused portion of the amount allocated in purchase order.  \$13-28051-CSP  See \$948,956.00 1 (\$68,441.22) \$8  Change Order Descriptions  Final Reconciliation Credit Change Order for the unused contingency  India-24601-LTG  Sanance Co. \$39,613.61 1 (\$6,828.29)  Change Order Descriptions  This change order is for providing a credit for thirdy-two (32) E-1 exit signs and thirty-six (36) fixures in eleven roof the scope was performed by the school under separate projects.  This change Order Descriptions  This change Order Descriptions  Furnish credit for unused Project Allowance funds.	(\$1,911.30)	\$29,239.70	-6.14%	
Furnish credit for unused Project Allowance funds.  Amount was included in the original purchase order to account for any additional cost necessary due to discovered and design completion. The amount recommended for approval is the unused portion of the amount allocated in purchase order.  13-29051-CSP  13-29051-CSP  14-25001-LTG  19-24601-LTG  19-24			<u>Reason Code</u> 2659529	13-0724-PR20
purchase order.  113-29051-CSP  S948,958.00 1 (\$68,441.22) \$1  Change Order Descriptions.  Final Reconciliation Credit Change Order for the unused contingency  Final Reconciliation Credit Change Order for the unused contingency  1  Change Order Descriptions  This change order is for providing a credit for thirty-two (32) E-1 axit signs and thirty-six (36) fixures in eleven room the scope was performed by the school under separate projects.  2014-25711-MEP  S014-25711-MEP  Furnish credit for unused Project Allowance funds.  Furnish credit for unused Project Allowance funds.  Furnish credit for unused Project Allowance funds.  Furnish credit for expective intercommended for approval is the unused portion of the amount allocated purchase order.	nal cost necessary due to disc ised portion of the amount allo	covered conditions cated in the original	Allowance Credit	(\$1,911.30)
Second			Project Total	otal (\$1,911,30)
Sea & Assoc \$944,25P   Sea & Assoc \$946,958.00 1 (\$68,441.22) \$8  Change Order Descriptions Final Reconciliation Credit Change Order for the unused contingency  1013-24601-LTG  1013-24601-LTG  This change order is for providing a credit for thirty-two (32) E-1 exit signs and thirty-six (36) fixures in eleven room the scope was performed by the school under separate projects.  This change order is for providing a credit for thirty-two (32) E-1 exit signs and thirty-six (36) fixures in eleven room the scope was performed by the school under separate projects.  This change order Descriptions  Furnish credit for unused Project Allowance funds.  Furnish credit for unused Project Allowance funds.  Furnish credit for unused Project Allowance funds.  Amount was included in the original purchase order to account for any additional cost necessary due to discovering and/or design completion. The amount recommended for approval is the unused portion of the amount allocated purchase order.				
Sen & Assoc (\$66,441,22) \$81  Change Order Descriptions  113-24601-LTG  113-24601-LTG  113-24601-LTG  113-24601-LTG  113-24601-LTG  113-24601-LTG  113-24601-LTG  113-24601-LTG  114-24601-LTG  115-24601-LTG  115-24601				
Change Order Descriptions  113-24601-LTG  113-24601-LTG  113-24601-LTG  113-24601-LTG  113-24601-LTG  114-24601-LTG  115-24601-LTG  115-24601	(\$68,441.22)	\$880,516.78	-7.21%	
Final Reconciliation Credit Change Order for the unused contingency  1013-24601-LTG  1013-24601-LTG  1013-24601-LTG  1013-24601-LTG  1013-24601-LTG  1014-2571-LTB  1014-25711-MEP  1014-25711			Reason Cade 2605796	12-1024-PR8
1 (\$6,828.29) Change Order Descriptions This change order is for providing a credit for thirty-two (32) E-1 exit signs and thirty-six (36) fixtures in eleven root the scope was performed by the school under separate projects.  14-23711-MEP Stander Assoc \$33,335.00 1 Change Order Descriptions Furnish credit for unused Project Allowance funds.  76,258.80) Change Order Descriptions Furnish credit for unused Project Allowance funds.  76,258.80) Change Order Descriptions Furnish credit for unused Project Allowance funds.  77,11-MEP Amount was included in the original purchase order to account for any additional cost necessary due to discovered and/or design completion. The amount allocated for approval is the unused portion of the amount allocated purchase order.			Allowance Credit	(\$68,441.22)
or 3-24601-LTG state Order Descriptions This change order is for providing a credit for thirty-two (32) E-1 and signs and thirty-six (36) fixtures in eleven room the scope was performed by the school under separate projects.  This change order is for providing a credit for thirty-two (32) E-1 and signs and thirty-six (36) fixtures in eleven room the scope was performed by the school under separate projects.  This change order is for providing a credit for thirty-two (32) E-1 and signs and thirty-six (36) fixtures in eleven room the second State & Assoc \$33,335.00 1 (\$6,258.80)  State & Assoc \$33,335.00 1 (\$6,258.80)  Change Order Descriptions  Furnish credit for unused Project Allowance funds.  Annount was included in the original purchase order to account for any additional cost necessary due to discovered and/or design completion. The amount allocated purchase order.			Project Total	
Maintenance Co. \$39,613.61 1 (\$6,828.29) (\$6,828.29) (\$6,828.29) (\$6,828.29) (\$6,828.29) (\$6,828.29) (\$6,828.29) (\$6,828.29) (\$6,828.29) (\$6,828.29) (\$6,828.29) (\$6,828.29) (\$6,828.29) (\$6,828.29) (\$6,828.29) (\$6,828.29) (\$6,828.29) (\$6,828.29) (\$6,828.20) (				
pode Charge Order Descriptions  2014-25711-MEP  2014-25711-MEP  2014-25711-MEP  2014-25711-MEP  2014-25711-MEP  333,335.00 1 (\$6,258.80)  Date Charge Order Descriptions  (\$6,258.80)  (\$6,258.80)  Amount was included in the original purchase arder to account for any additional cost necessary due to discovere and/or design completion. The amount recommended for approval is the unused portion of the amount allocated purchase arder.	(\$6.828.29)	\$32,785.32 -17.24%	-17.24%	
7 This change order is for providing a credit for thirty-two (32) E-1 exit signs and thirty-six (36) fixures in eleven room the scope was performed by the school under separate projects.  2014-25711-MEP  2014-25711-MEP  3.N. Nielsen & Assoc \$33,335.00 1  Date Change Order Describitions  (\$6,258.80)  Amount was included in the original purchase order to account for any additional cost necessary due to discovere and/or design completion. The amount recommended for approval is the unused portion of the amount allocated purchase order.			Reason Code	
705/14 This change order is for providing a credit for thirty-two (32) E-1 eatt signs and thirty-six (36) fixures in eleven room the scope was performed by the school under separate projects.  2014-25711-MEP  2014-25711-MEP  3.N. Nielsen & Assoc \$33,335.00 1  5.N. Nielsen & Assoc \$33,335.00 1  6.86,258.80)  4. Furnish credit for unused Project Allowance funds.  Amount was included in the original purchase order to account for any additional cost necessary due to discowere and/or design completion. The amount recommended for approval is the unused portion of the amount allocated purchase order.				11-1214-PR4
2014-25711-MEP \$33,335.00 1 (\$6,258.80) 5.N. Nielsen & Assoc \$33,335.00 1 5.Date Change Order Descriptions 10.Date Change Order Descriptions 105/14 Furnish credit for unused Project Allowance funds. Amount was included in the original purchase order to account for any additional cost necessary due to discovere purchase order.	nd thirty-six (36) fixtures in ele	ven rooms because	Owner Directed	(\$6,828.29)
2014-25711-MEP \$33,335.00 1 (\$6,258.80)  S.N. Nielsen & Assoc \$33,335.00 1  Date Change Order Describitors  105/14 Furnish credit for unused Project Allowance funds.  Ambunt was included in the original purchase arder to account for any additional cost necessary due to discoverer and/or design compiletion. The amount recommended for approval is the unused portion of the amount allocated purchase order.			Project Total	Fotel (\$6,828.29)
2014-25/11-M EP  S.N. Nielsen & Assoc \$33,335.00 1  DD Date Change Order Describitors  DD Date Change Order Describitors  305/14 Furnish credit for unused Project Allowance funds,  Amount was included in the original purchase adder to account for any additional cost necessary due to discovere and/or design completion. The amount recommended for approval is the unused portion of the amount allocated in purchase order.				
Islan & Assoc \$33,335.00 1  Change Order Descriptions  Furnish credit for unused Project Allowance funds.  Amount was included in the original purchase order to account for any additional cost necessary due to discovere and/or design completion. The amount recommended for approval is the unused portion of the amount allocated i purchase order.				
	(\$6,258.80)	\$27,076.20 -18.78%	-18.78%	
03/05/14			Reason Code 2659528	13-0724-PR20
	ional cost necessary due to dis Iused portion of the amount all	covered conditions ocated in the origina	Allowance Credit	(\$6,258.80)
			Project Total	Total (\$6,258.80)

}				tion (pin					
Chicago Public Schools	shooks			These change order approval cycles range from	gefrom				4
Capital Improvement Program	nt Prograr	F		03/01/14 to 03/31/14				_	Page: 15 of 16
				CHANGE ORDER LOG	ပ				
School Vendor	Pro	oject Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Laura S Ward School			:						
2014 Ward ICR	201	14-24991-ICR	,						
F.H. Pasch	F.H. Paschen, S.N. Nielsen & Assoc	en & Aseoc	\$32,216.00	-	(\$6,536.13)	\$25,679.87	-20.29%		
Change Date	App Date	Change Order Descriptions	<u>su</u>				Reason Code 2659	Code 2659617	
03/10/14	03/16/14	Provide credit for unused contingency allowance	contingency allow	vance			Allowance Credit	Se Credit	(\$6,536.13)
ilijan R Nicholson So	sciafty Scho	Lillian R Nicholson Specialty School For Science & Mathem	£						
2014 Nicholson MEP	P 20	2014-22181-MEP							
F.H. Pasch	F.H. Paschen, S.N. Nielsen & Assoc	sen & Assoc	\$39,245.00	<b>.</b>	(\$8,523.75)	\$30,721.25 -21.72%	-21.72%		
Change Date App Date	App Date	Change Order Descriptions	SE				Reason Code	Code	
								2659527	13-0724-PR20
02/28/14	03/18/14	Furnish credit for unused project allowance funds. Amount was included in the original purchase orde and/or design completion. The amount recommen numbase order.	d project allowanα the original purcht 1. The amount rec	Furnish credit for unused project allowance funds.  Amount was included in the original purchase order to account for any additional cost necessary due to discovered conditions addred resign completion. The amount recommended for approval is the unused portion of the amount allocated in the original murchase order.	necessary due to disco on of the amount alloca	wered conditions ated in the original		Allowance Credit	(\$8,523.75)
								Project Total	(\$8,523.75)
Samuel Gompers Fine Arts Option School	Arts Option	School							
2014 Gompers MEP		2014-23351-MEP							
F.H. Pasch	F.H. Paschen, S.N.: Nielsen & Assoc	sen & Assoc	\$34,826.00	-	(\$8,156.96)	\$26,669.04 -23.42%	-23.42%		
Change Date	App Date	Change Order Descriptions	<u>ons.</u>				Reason Code 2659	Code 2859526	13-0724-PR20
02/28/14	03/05/14	Furnish credit for unused project allowance funds. Amount was included in the original purchase orde and/or elegip completion. The amount recommen purchase order.	d project allowanc the original purch. n. The amount rec	Fumish credit for unused project allowance funds. Amount was included in the original purchase order to account for any additional cost necessary due to discovered conditions and/or design completion. The amount recommended for approval is the unused portion of the amount allocated in the original nurchase order.	necessary due to disco ion of the amount alloca	overed conditions ated in the original		Allowance Credit	(\$8,156.96)
								Project Total	(\$8,156.96)
John W Garvy School									
2013 Garvy LTG	Ñ	2013-23301-LTG							
ECO LIGHT	ECO Lighting Services &	& Technology	\$13,594.94	2	(\$4,475.96)	\$9,118.98	-32.92%		
Change Date	App Date	Change Order Descriptions	OUS				Reason Code 2443	Code 2443974	11-1214-PR4
03/04/14	03/05/14	During a site review it was Provide a credit for (20)	as discovered that	During a site review it was discovered that the Auditonium lighting had already been converted from T12 fixtures to T8 fixtures. Provide a credit for (20) Tao E4 tixtures that were to be used in the auditorium.	onverted from T12 fixtu	res to T8 fixtures.		Owner Directed	(\$3,410.60)
			,					Desired Total	(69 440 60)

ZPS .				May 2014	4					
hicago Public Schools	chools			These change order approval cycles range from	sycles range from					4/23/2014
apital Improvement Progran	ent Progra	E		03/01/14 to 03/3	1/14			_	Page:	16 of 16
				CHANGE ORDER LOG	ER LOG					
hool Vendor	ā	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board f	Board Rpt Number
estie Lewis School										
2011 Lewis SIP	*	2011-24151-SIP								
Chicago C	ommercial Co	Chicago Commercial Contractors, LLC	\$6,918,442.00	12	(\$2,426,770.78)	\$4,491,671.22 -35.08%	-35.08%			
Change Date App Date	App Date	Change Order Descriptions	lons				Reason Code 2126	Code 2126597		
03/13/14	03/28/14	Provide labor and mater	rial to modify AHU n	Provide labor and material to modify AHU motor horsepower and drive to achieve necessary air volume and temperature in	ieve necessary air volume and te	emperature in	Discove	Discovered Conditions		\$59,887.30
		Impacted spaces.						Project Total		\$59,887.30
ric Solorio Academy High School	, High Schoo	-								
2014 Solorio ICR	Ö	2014-46101-ICR								
K.R. Miller	K.R. Miller Contractors, Inc	Inc	\$293,579.00	, <del>-</del>	(\$104,343.00)	\$189,236.00 -35.54%	-35.54%			
Change Date App Date	App Date	Change Order Descriptions	ijons				Reason Code 26110	<u>LCode</u> 2611063	12-102	12-1024-PR8
02/27/14	03/03/14	This scope is being split into two separate projects to better a credit for scope is a will not be completed as part of phase.	ilt into two separate	This scope is being split into two separate projects to better accommodate the phasing around school activities. Provide a resett for scope that will not be completed as part of phase.	ne phasing around school activiti	es. Provide a	Ownerl	Owner Directed	8)	(\$104,343.00)
								Project Total		(\$104,343.00)
hurgood Marshall Middle School	liddle Schoo	-								
2014 Marshall MSICR		2014-41081-ICR								
McDonagi	McDonagh Demoitton		\$1,335,682.00	-	(\$732,134.58)	\$603,547.42 -54.81%	-54.81%			
Change Date App Date	App Date	Change Order Descriptions	gions				Reason	Reason Code 2622715	12-10;	12-1024-PR8
03/19/14	03/28/14	Credit change order for unus ed contingency.	r unus ed contingent	icy.			Allowan	Allowance Credit	\$)	(\$732,134.58)
1								Project Total		(\$732,134.58)
			Total Change	Total Change Orders for this Perlod	(\$428,050.38)					

## AMEND BOARD REPORT 11-0126-PR8 AMEND BOARD REPORT 10-1117-PR9

APPROVE ENTERING INTO TWO NEW AGREEMENTS WITH QUANTUM CROSSINGS, LLC FOR TELECOMMUNICATIONS WIRING/CABLING, NON-MITEL VOICE SYSTEM MAINTENANCE, TECHNICAL PROGRAMMING AND SUPPORT SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into two agreements with Quantum Crossings, LLC ("Quantum") to provide telecommunications wiring/cabling, non-Mitel voice system maintenance, technical programming and support services to the Board. The first agreement ("Contract 1") is for basic maintenance services which are eligible for discounts to be funded by the School and Libraries Division of the Universal Service Administration Company ("SLD/USAC") as part of the E-Rate program. The total amount of Contract 1 shall not exceed \$4,396,447.80, of which approximately \$3,468,015.05 is the <u>original</u> discounted portion of eligible E-Rate services or products to be funded by SLD/USAC. The Board shall only be responsible for the non-discounted portion of E-Rate eligible services and products and the cost of ineligible services and products, which shall not exceed \$1,274,487.80 \$2.315,141.14.

The second agreement ("Contract 2") shall cover eligible and ineligible services that are not considered basic maintenance. The total amount of Contract 2 shall not exceed \$8,200,252.80, of which approximately \$1,758,393.65 is the <u>original</u> discounted portion of eligible E-Rate services or products to be funded by SLD/USAC. The Board shall only be responsible for the non-discounted portion of E-Rate eligible services and products and the cost of ineligible services and products, which shall not exceed \$6,535,679.47 \$7,090,537.24.

No Board funds will be disbursed if E-Rate funding is denied except for Priority 2-Basic Maintenance-Services as defined by SLD/USAC. Basic Maintenance Services are those that are necessary to the continuing operation of eligible equipment, including repair and upkeep of eligible hardware, wire and cable maintenance, basic technical support and configuration changes. Quantum was selected on a competitive basige pursuant to Board Rule 7-2. Written agreements are currently being negotiated. No services shall be provided by Quantum and no payment shall be made to Quantum prior to the execution of the written agreements. The authority granted herein for each agreement shall automatically rescind in the event the written agreements are not executed within 90 days of the date of this amended Board Report. Information pertinent to these agreements is stated below.

This January 2011 amendment is necessary to adjust the discounted portion of eligible E-Rate services and/or products from 89% to 90% to increase the Board's likelihood to receive SLD/USAC funding for these services from SLD/USAC.

This May 2014 amendment is necessary to approve increases in the Board-responsible payment amount due to the denial of E-Rate Funding for the FY14 service year.

Specification Number:

10-250045

Contract Administrator:

Sinnema, Mr. Ethan Cedric / 773-553-3295

#### **VENDOR:**

1) Vendor # 32334

QUANTUM CROSSINGS, INC.

111 EAST WACKER DRIVE, SUITE 990

CHICAGO, IL 60601 Rodger Martinez 312-467-0065 312-467-0340

#### **USER INFORMATION:**

Contact:

12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603

Zalewski, Miss Kathryn Lucille

773-553-3060

#### TERM:

The term of each agreement shall commence July 1, 2011 and shall end June 30, 2014. Each agreement shall have three options to renew for periods of one year each.

#### **EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate each agreement with 30 days written notice.

#### SCOPE OF SERVICES:

For Contract 1, Quantum will provide maintenance of the Board's voice/data cabling infrastructure, non-Mitel voice systems, voice mail systems and onsite break/fix repair services as well as basic maintenance technical programming for all voice systems. This will include Avaya and Mitel certified technical programmers as well as certified telecommunications field technicians to support approximately six hundred (600) Board locations throughout the City of Chicago. Contract 2 shall cover eligible and

ineligible services that are not considered basic maintenance including non-basic MAC requests, electrical requests, new installations, advanced technical programming and support, call center programming and support, telephone line appearances, handset placement and programming, telecommunications invoice analysis and processing, inventory database administration and support and web-based database application services.

#### **DELIVERABLES:**

For Contract 1, Quantum will provide basic maintenance of telecommunications wiring/cabling infrastructure, voice systems, hardware, software, applications, voice mail systems and all associated components including, but not limited to: Repair/replacement/maintenance of the Board's voice/data cabling infrastructure, repair/replacement of voice systems, system equipment, cards and components, on site break/fix services, certified technical programmers and field service technicians, systems programming, voice mail programming and basic maintenance, extending and testing local exchange carrier (LEC) services as needed, service Level Agreement (SLA) compliance, pro-active issue resolution with incident tracking system, documented incident diagnosis, root cause analysis and remediation/problem management, CPS accessible documentation of all processes and procedures, and reporting as requested by the Board.

For Contract 2, Quantum will provide wiring/cabling and telecommunications support services that are not considered basic maintenance including: Installation of new wiring/cabling, advanced technical support services, Call Center programming and support, electrical and power services, moves, adds and changes (MAC) requests, maintain and/or collect and replace damaged telephone systems and components with new and/or refurbished equipment or software, complete system and component installations for ineligible sites, new construction sites and/or new school or department initiatives, re-programming of existing systems to accommodate new school or department initiatives, technical support for ineligible voice systems, handset placement, telecommunications invoice analysis and processing, inventory database administration and support, and Web-based database application programming, maintenance and support.

#### OUTCOMES:

Quantum's services shall result in the Board having telecommunications wiring/cabling maintenance and installation, non-Mitel voice system maintenance and installation, technical programming and support services through fiscal year 2014.

#### **COMPENSATION:**

Upon monthly invoicing, Quantum shall be paid as follows: The total amount of Contract 1 shall not exceed \$4,396,447.80, \_, but t₁The Board shall only be responsible for the non-discounted portion of E-Rate-eligible services and/or products, which shall not exceed \$1,274,487.80 \$2,315,141.14.

Contract 2 shall cover eligible and ineligible services and/or products that are not considered basic maintenance. The total amount of Contract 2 shall not exceed \$8,200,252.80, -but tThe Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall services and/or products, which shall not exceed \$6,535,679.47 \$7,090,537.24. No-Board funds will be disbursed if E-Rate funding is denied except for Priority 2-Basic Maintenance Services as defined by SLD/USAC.

#### REIMBURSABLE EXPENSES:

None

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreements <u>and any amendments</u>. Authorize the President and Secretary to execute the agreements <u>and any amendments</u>. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate these agreements.

#### AFFIRMATIVE ACTION:

This agreement is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The goals for this agreement include: 25% total MBE and 5% total WBE participation.

The vendor has identified the following participation:
Total MBE - 94%
Quantum Crossings, LLC
111 E. Wacker Drive, Suite 990
Chicago, Illinois 60601
Attn: Roger Martinez

Total WBE - 6% Professional Telecommunications 28 E. Jackson Blvd., Suite 1020 Chicago, Illinois 60604 Attn: Cheryl Rainey

thredpartners 3625 N. Seeley Ave. Chicago, Illinois 60618 Attn: Gretchen Slusser Phoenix Business Solutions 12543 S. Laramie Ave. Alsip, Illinois 60803 Attn: Peggy T. Hrindak

#### LSC REVIEW:

Local School Council approval is not applicable to this report

#### FINANCIAL:

Charge to Information Technology Services: \$7,810,167.27 \$9,441,678.38.

See Attachment 1 financials for a detailed breakdown of the financials, for School and Libraries Division of the Universal Service Administrative Company ("SLD/USAC") revised

12510-124-54405-254501-000000-2012	\$500,000.00
12510-499-54125-254501-000000-2012	\$250,000.00
12540-230-54405-254501-000000-2012	\$1,853,389.09
12510-124-54405-254501-000000-2013	\$500,000.00
12510-499-54125-254501-000000-2013	\$250,000.00
12540-230-54405-254501-000000-2014	\$1,853,389.09
Various Operating Budget Funds ITS - 2014	\$4,198,900.20
12540-230-54405-254501-000000-2013	<b>\$1,853,389.09</b>
12510-124-54405-254501-000000-2014	\$500,000.00
12510-499-54125-254501-000000-2014	\$ <del>250,000.00</del>

#### CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### ATTACHMENT 1 FINANCIALS BREAKDOWN

Original Financials	FY12	FY13	FY14	TOTAL
Basic Maintenance-Contract 1				
Annual Eligible	\$1,298,882.04	\$1,298,882.04	\$1,298,882.04	\$3,896,646.1
CPS-11%	\$142,877.02	\$142,877.02	\$142,877.02	\$428,631.0
SLD-89%	\$1,156,005.02	\$1,156,005.02	\$1,156,005.02	\$3,468,015,0
Annual In-Eligible	\$166,600.56	\$166,600.56	\$166,600.56	\$499,801.6
Total Contract 1	\$1,465,482.60	\$1,465,482.60	\$1,465,482.60	\$4,396,447.8
Non-Basic Maintenance-Contract 2				
Annual Eligible	\$658,574.40	\$658,574.40	\$658,574.40	\$1,975,723.2
CPS-11%	\$72,443.18	\$72,443.18	\$72,443.18	\$217,329.5
SLD-89%	\$586,131.22	\$586,131.22	\$586,131.22	\$1,758,393.6
Annual In-Eligible	\$1,324,843.20	\$1,324,843.20	\$1,324,843.20	\$3,974,529.6
Annual In-Eligible Special Requests	\$500,000.00	\$500,000.00	\$500,000.00	\$1,500,000.0
Annual In-Eligible CIP, New Construction	\$250,000.00	\$250,000.00	\$250,000.00	\$750,000.0
Total Contract 2	\$2,733,417.60	\$2,733,417.60	\$2,733,417.60	\$8,200,252.8
GRAND TOTAL SERVICES	\$4,198,900.20	\$4,198,900.20	\$4,198,900.20	\$12,596,700.6
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
Grand Total Annual Eligible	\$1,957,456,44	\$1,957,456,44	\$1,957,456.44	\$5,872,369.3
CPS-11%	\$215,320.21	\$215,320.21	\$215,320.21	\$645,960.6
SLD-89%	\$1,742,136.23	\$1,742,136.23	\$1,742,136.23	\$5,226,408.6
Grand Total Annual Eligible	\$2,241,443.76	\$2,241,443.76	\$2,241,443.76	\$6,724,331.2
	\$4,198,900.20	\$4,198,900.20	\$4,198,900.20	\$12,596,700.6
	V ., ,	,	• .,	
CPS Pays -Various Budget Funds & ITS	\$2,456,763.97	\$2,456,763.97	\$2,456,763.97	\$7,370,291.9
SLD Pays	\$1,742,136.23	\$1,742,136.23	\$1,742,136.23	\$5,226,408.6
	\$4,198,900.20	\$4,198,900.20	\$4,198,900.20	\$12,596,700.6
Jan 2011 Revised Financials	FY12	FY13	FY14	TOTAL
Basic Maintenance-Contract 1				
Annual Eligible	\$1,156,281.48	\$1,156,281.48	\$1,156,281.48	\$3,468,844.4
000 400/	A 4 4 5 A B B A 4 5	\$115,628.15	\$115,628.15	\$346,884.4
CPS-10%	\$115,628.15	\$ (13,020.15	Q110,020.10	
CPS-10% SLD-90%	\$115,628.15 \$1,040,653.33	\$1,040,653.33	\$1,040,653.33	\$3,121,959.9
SLD-90% Annual In-Eligible				\$927,603.30
SLD-90% Annual In-Eligible Total Contract 1	\$1,040,653.33	\$1,040,653.33	\$1,040,653.33	\$927,603.30
SLD-90% Annual In-Eligible	\$1,040,653.33 \$309,201.12 \$1,465,482.60	\$1,040,653.33 \$309,201.12	\$1,040,653.33 <u>\$309,201.12</u> \$1,465,482.60	\$927,603.30
SLD-90% Annual In-Eligible Total Contract 1 Non-Basic Maintenance-Contract 2 Annual Eligible	\$1,040,653.33 \$309,201.12	\$1,040,653.33 \$309,201.12	\$1,040,653.33 \$309,201.12	\$927,603.30 \$4,396,447.80
SLD-90% Annual In-Eligible Total Contract 1 Non-Basic Maintenance-Contract 2 Annual Eligible CPS-10%	\$1,040,653.33 \$309,201.12 \$1,465,482.60	\$1,040,653.33 <u>\$309,201.12</u> <b>\$1,465,482.60</b>	\$1,040,653.33 <u>\$309,201.12</u> \$1,465,482.60	\$927,603.30 \$4,396,447.80 \$1,849,525.92
SLD-90%  Annual In-Eligible  Total Contract 1  Non-Basic Maintenance-Contract 2  Annual Eligible  CPS-10%  SLD-90%	\$1,040,653.33 <u>\$309,201.12</u> <b>\$1,465,482.60</b> \$616,508.64	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64	\$927,603.3 \$4,396,447.8 \$1,849,525.9 \$184,952.5 \$1,664,573.3
SLD-90%  Annual In-Eligible  Total Contract 1  Non-Basic Maintenance-Contract 2  Annual Eligible  CPS-10%  SLD-90%  Annual In-Eligible	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86	\$927,603.3( \$4,396,447.8( \$1,849,525.9( \$184,952.5( \$1,664,573.34 \$4,100,726.8(
SLD-90%  Annual In-Eligible  Total Contract 1  Non-Basic Maintenance-Contract 2  Annual Eligible  CPS-10%  SLD-90%  Annual In-Eligible  Annual In-Eligible Special Requests	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78	\$927,603.3( \$4,396,447.8( \$1,849,525.9( \$184,952.5( \$1,664,573.34 \$4,100,726.8(
SLD-90%  Annual In-Eligible  Total Contract 1  Non-Basic Maintenance-Contract 2  Annual Eligible  CPS-10%  SLD-90%  Annual In-Eligible	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96	\$927,603.3( \$4,396,447.8( \$1,849,525.9( \$184,952.5( \$1,664,573.34 \$4,100,726.8( \$1,500,000.00
SLD-90%  Annual In-Eligible  Total Contract 1  Non-Basic Maintenance-Contract 2  Annual Eligible  CPS-10%  SLD-90%  Annual In-Eligible  Annual In-Eligible Special Requests	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00	\$927,603.36 \$4,396,447.80 \$1,849,525.9 \$184,952.56 \$1,664,573.3 \$4,100,726.86 \$1,500,000.00
SLD-90% Annual In-Eligible Total Contract 1 Non-Basic Maintenance-Contract 2 Annual Eligible CPS-10% SLD-90% Annual In-Eligible Annual In-Eligible Special Requests Annual In-Eligible CIP, New Construction	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$250,000.00	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00	\$927,603.36 \$4,396,447.86 \$1,849,525.95 \$1,664,573.3 \$4,100,726.86 \$1,500,000.00 \$750,000.00 \$8,200,252.86
SLD-90% Annual In-Eligible Total Contract 1 Non-Basic Maintenance-Contract 2 Annual Eligible CPS-10% SLD-90% Annual In-Eligible Annual In-Eligible Special Requests Annual In-Eligible CIP, New Construction Total Contract 2	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$250,000.00 \$2,733,417.60	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$250,000.00 \$2,733,417.60	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$250,000.00 \$2,733,417.60	\$927,603.36 \$4,396,447.86 \$1,849,525.95 \$184,952.56 \$1,664,573.36 \$4,100,726.86 \$1,500,000.00 \$750,000.00 \$8,200,252.86 \$12,596,700.66
Annual In-Eligible  Total Contract 1  Non-Basic Maintenance-Contract 2  Annual Eligible  CPS-10% SLD-90%  Annual In-Eligible Special Requests  Annual In-Eligible CIP, New Construction Total Contract 2  GRAND TOTAL SERVICES	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$250,000.00 \$2,733,417.60	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$250,000.00 \$2,733,417.60	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$250,000.00 \$2,733,417.60	\$927,603.31 \$4,396,447.81 \$1,849,525.91 \$184,952.51 \$1,664,573.31 \$4,100,726.81 \$1,500,000.00 \$750,000.00 \$8,200,252.81 \$12,596,700.61
SLD-90%  Annual In-Eligible  Total Contract 1  Non-Basic Maintenance-Contract 2  Annual Eligible  CPS-10% SLD-90%  Annual In-Eligible Special Requests  Annual In-Eligible CIP, New Construction Total Contract 2  GRAND TOTAL SERVICES  Grand Total Annual Eligible  CPS-11%	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$250,000.00 \$2,733,417.60	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$2,733,417.60 \$4,198,900.20	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$250,000.00 \$2,733,417.60 \$4,198,900.20	\$927,603.31 \$4,396,447.81 \$1,849,525.91 \$184,952.51 \$1,664,573.31 \$4,100,726.81 \$1,500,000.01 \$750,000.01 \$8,200,252.81 \$12,596,700.60 \$5,318,370.31 \$531,837.03
SLD-90%  Annual In-Eligible  Total Contract 1  Non-Basic Maintenance-Contract 2  Annual Eligible  CPS-10% SLD-90%  Annual In-Eligible Special Requests  Annual In-Eligible CIP, New Construction Total Contract 2  GRAND TOTAL SERVICES  Grand Total Annual Eligible	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$250,000.00 \$2,733,417.60 \$4,198,900.20	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$250,000.00 \$2,733,417.60 \$4,198,900.20	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$250,000.00 \$2,733,417.60 \$4,198,900.20	\$927,603.31 \$4,396,447.81 \$1,849,525.91 \$184,952.51 \$1,664,573.31 \$4,100,726.81 \$1,500,000.01 \$750,000.01 \$8,200,252.81 \$12,596,700.60 \$5,318,370.31 \$531,837.03
SLD-90%  Annual In-Eligible  Total Contract 1  Non-Basic Maintenance-Contract 2  Annual Eligible  CPS-10% SLD-90%  Annual In-Eligible Special Requests  Annual In-Eligible CIP, New Construction Total Contract 2  GRAND TOTAL SERVICES  Grand Total Annual Eligible  CPS-11% SLD-89%	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$2,703,417.60 \$4,198,900.20 \$1,772,790.12 \$177,279.01	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$250,000.00 \$2,733,417.60 \$4,198,900.20 \$1,772,790.12 \$177,279.01	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$250,000.00 \$2,733,417.60 \$4,198,900.20 \$1,772,790.12 \$177,279.01	\$927,603.31 \$4,396,447.80 \$1,849,525.91 \$184,952.51 \$1,664,573.31 \$4,100,726.81 \$1,500,000.00 \$750,000.01 \$8,200,252.81 \$12,596,700.60 \$5,318,370.31 \$4,786,533.33
SLD-90%  Annual In-Eligible  Total Contract 1  Non-Basic Maintenance-Contract 2  Annual Eligible  CPS-10% SLD-90%  Annual In-Eligible Special Requests  Annual In-Eligible CIP, New Construction Total Contract 2  GRAND TOTAL SERVICES  Grand Total Annual Eligible  CPS-11% SLD-89%	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$2,703,417.60 \$4,198,900.20 \$1,772,790.12 \$1,772,790.1 \$1,595,511.11	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$2,733,417.60 \$4,198,900.20 \$1,772,790.12 \$1,772,790.12 \$1,772,790.1	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$250,000.00 \$2,733,417.60 \$4,198,900.20 \$1,772,790.12 \$177,279.01 \$1,595,511.11	\$927,603.3 \$4,396,447.8 \$1,849,525.9 \$184,952.5 \$1,664,573.3 \$4,100,726.8 \$1,500,000.0 \$750,000.0 \$8,200,252.8 \$12,596,700.6 \$5,318,370.3 \$4,786,533.3 \$7,278,330.2
Annual In-Eligible  Total Contract 1  Non-Basic Maintenance-Contract 2  Annual Eligible  CPS-10% SLD-90%  Annual In-Eligible Special Requests  Annual In-Eligible CIP, New Construction Total Contract 2  GRAND TOTAL SERVICES  Grand Total Annual Eligible  CPS-11% SLD-89%  Grand Total Annual Eligible	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$250,000.00 \$2,733,417.60 \$4,198,900.20 \$1,772,790.12 \$1777,279.01 \$1,595,511.11 \$2,426,110.08 \$4,198,900.20	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$2,733,417.60 \$4,198,900.20 \$1,772,790.12 \$177,279.01 \$1,595,511.11 \$2,426,110.08 \$4,198,900.20	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$250,000.00 \$250,000.00 \$2733,417.60 \$4,198,900.20 \$1,772,790.12 \$177,279.01 \$1,595,511.11 \$2,426,110.08 \$4,198,900.20	\$927,603.31 \$4,396,447.81 \$1,849,525.91 \$184,952.51 \$1,664,573.31 \$4,100,726.81 \$1,500,000.00 \$7,50,000.00 \$8,200,252.81 \$12,596,700.61 \$5,318,370.31 \$4,786,533.31 \$7,278,330.22 \$12,596,700.61
Annual In-Eligible  Total Contract 1  Non-Basic Maintenance-Contract 2  Annual Eligible  CPS-10% SLD-90%  Annual In-Eligible Special Requests  Annual In-Eligible CIP, New Construction Total Contract 2  GRAND TOTAL SERVICES  Grand Total Annual Eligible  CPS-11% SLD-89%  Grand Total Annual Eligible	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$250,000.00 \$2,733,417.60 \$4,198,900.20 \$1,772,790.12 \$1777,279.01 \$1,595,511.11 \$2,426,110.08 \$4,198,900.20 \$2,603,389.09	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$2,733,417.60 \$4,198,900.20 \$1,772,790.12 \$177,279.01 \$1,595,511.11 \$2,426,110.08	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$2,733,417.60 \$4,198,900.20 \$1,772,790.12 \$1777,279.01 \$1,595,511.11 \$2,426,110.08	\$927,603.31 \$4,396,447.81 \$1,849,525.91 \$184,952.51 \$1,664,573.31 \$4,100,726.81 \$1,500,000.01 \$7,50,000.01 \$7,50,000.01 \$12,596,700.61 \$5,318,370.36 \$531,837.03 \$4,786,533.33 \$7,278,330.24 \$12,596,700.60
SLD-90%  Annual In-Eligible  Total Contract 1  Non-Basic Maintenance-Contract 2  Annual Eligible  CPS-10% SLD-90%  Annual In-Eligible Special Requests  Annual In-Eligible CIP, New Construction Total Contract 2  GRAND TOTAL SERVICES  Grand Total Annual Eligible  CPS-11%	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$250,000.00 \$2,733,417.60 \$4,198,900.20 \$1,772,790.12 \$1777,279.01 \$1,595,511.11 \$2,426,110.08 \$4,198,900.20	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$2,733,417.60 \$4,198,900.20 \$1,772,790.12 \$177,279.01 \$1,595,511.11 \$2,426,110.08 \$4,198,900.20	\$1,040,653.33 \$309,201.12 \$1,465,482.60 \$616,508.64 \$61,650.86 \$554,857.78 \$1,366,908.96 \$500,000.00 \$250,000.00 \$250,000.00 \$2733,417.60 \$4,198,900.20 \$1,772,790.12 \$177,279.01 \$1,595,511.11 \$2,426,110.08 \$4,198,900.20	\$3,121,959.98 \$927,603.36 \$4,396,447.86 \$1,849,525.92 \$184,952.56 \$1,664,573.34 \$4,100,726.86 \$1,500,000.00 \$750,000.00 \$8,200,252.86 \$12,596,700.60 \$5,318,370.36 \$531,837.03 \$4,766,533.33 \$7,278,330.24 \$12,596,700.60 \$7,810,167.27 \$4,786,533.33 \$12,596,700.60

May 2014 Revised Financials	FY12	FY13	FY14	TOTAL
Basic Maintenance-Contract 1				
Annual Eligible	\$1,156,281.48	\$1,156,281.48	\$0.00	\$2,312,562.96
CPS-10%	\$115,628.15	\$115,628.15	\$0.00	\$231,256.30
SLD-90%	\$1,040,653.33	\$1,040,653.33	\$0,00	\$2,081,306.66
Annual In-Eligible	\$309,201,12	\$309,201.12	\$1,465,482,60	\$2,083,884.84
Total Contract 1	\$1,465,482.60	\$1,465,482.60	\$1,465,482.60	\$4,396,447.80
Non-Basic Maintenance-Contract 2				
Annual Eligible	\$616,508.64	\$616,508.64	\$0.00	\$1,233,017.28
CPS-10%	\$61,650.86	\$61,650.86	\$0.00	\$123,301.72
SLD-90%	\$554,857.78	\$554,857.78	\$0.00	\$1,109,715.56
Annual In-Eligible	\$1,366,908.96	\$1,366,908.96	\$1,983,417.60	\$4,717,235.52
Annual In-Eligible Special Requests	\$500,000.00	\$500,000.00	\$500,000.00	\$1,500,000.00
Annual In-Eligible CIP, New Construction	\$250,000.00	\$250,000.00	\$250,000.00	\$750,000.00
Total Contract 2	\$2,733,417.60	\$2,733,417.60	\$2,733,417.60	\$8,200,252.80
GRAND TOTAL SERVICES	\$4,198,900.20	\$4,198,900.20	\$4,198,900.20	\$12,596,700.60
		A4 220 Too 45	***	
Grand Total Annual Eligible	\$1,772,790.12	\$1,772,790.12	\$0.00	\$3,545,580.24
CPS-11%	\$177,279.01	\$177,279.01	\$0.00	\$354,558.02
SLD-89%	\$1,595,511.11	\$1,595,511.11	\$0.00	\$3,191,022.22
Grand Total Annual Eligible	\$2,426,110.08	\$2,426,110.08	\$4,198,900 <u>.20</u>	\$9,051,120.36
	\$4,198,900.20	\$4,198,900.20	\$4,198,900.20	\$12,596,700.60
CPS Pays -Various Budget Funds & ITS	\$2,603,389.09	\$2,603,389.09	\$4,198,900.20	\$9,405,678.38
SLD Pays	\$1,595,511,11	\$1,595,511.11	\$0.00	\$3,191,022.22
-	\$4,198,900.20	\$4,198,900.20	\$4,198,900.20	\$12,596,700.60

#### **AMEND BOARD REPORT 13-0123-PR6**

APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH MITEL NETWORKS, INC. FOR VOICE NETWORK MAINTENANCE, MONITORING, AND ADVANCED SUPPORT SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew two agreements with Mitel Networks, Inc. (Mitel) to provide voice network and voice mail maintenance, monitoring and advanced support services for Information & Technology Services (ITS). The first agreement being renewed (Contract 1) is for basic maintenance services eligible for discounts in accordance with the guidelines and requirements of the Federal Government's Universal Services Program (E-Rate). The total cost for the renewal term of Contract 1 shall not exceed \$2,752,000.00. of which approximately \$2,752,000.00 is eligible for E-Rate discounts; the Board shall only be responsible for the non discounted portion of E-Rate eligible services and/or products, which amount shall not exceed \$275,200.00.

The second agreement being renewed (Contract 2) is for eligible and ineligible services that are not considered basic maintenance. The total cost for the renewal term of Contract 2 shall not exceed \$1,700,000.00. of which approximately \$200,000.00 is eligible for E-Rate discounts; the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which cost shall not exceed \$1,520,000.00. No Board funds will be disbursed if E-Rate funding is denied except for Priority 2-Basic Maintenance-Services as defined by SLD/USAC.

Written renewal agreements for Mitel's services are currently being negotiated. No services shall be provided by Mitel and no payment shall be made to Mitel prior to the execution of the respective written renewal agreement. The authority granted herein shall automatically rescind as to each agreement in the event such renewal agreement is not executed within ninety (90) days of the date of this Board Report. Information pertinent to these agreements is stated below.

This May 2014 amendment is necessary to approve increases in the Board-responsible payment amount due to the denial of the E-Rate Funding for the FY14 service year.

Specification Number:

09-250067

Contract Administrator:

Sinnema, Mr. Ethan Cedric / 773-553-3295

#### VENDOR:

1) Vendor # 37538

MITEL NETWORKS INCORPORATED 70 WEST MADISON, STE 2000 CHICAGO, IL 60602 Peter Cosme 312-479-9032

#### **USER INFORMATION:**

Contact:

12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603 Tidmarsh, Mr. Lachlan W.

773-553-1300

Project

Manager:

12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603

Zalewski, Miss Kathryn Lucille

773-553-3060

#### **ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report # 09-1216-PR14) in the amount of \$17,784,384.00 were for a term commencing October 1, 2010 and ending June 30, 2013, with the Board having three options to renew for periods of one year each. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2 (Request for Proposals, Specification No. 09-250067).

#### **OPTION PERIOD:**

The term of each agreement is being extended for one year commencing July 1, 2013 and ending June 30, 2014.

#### **OPTION PERIODS REMAINING:**

There are two option periods for one year each remaining.

#### **SCOPE OF SERVICES:**

Under the renewal of Contract 1 covering basic maintenance services eligible for the E-Rate discount, Mitel will continue to provide network, voice mail and onsite repair and basic maintenance/MAC services. This will include Mitel and NuPoint certified engineers as well as certified telecommunications technicians for maintenance of the Board's Mitel voice communications network, NuPoint voice mail system and Mitel voice communications systems and components for approximately six hundred (600) Board locations throughout the City of Chicago.

Under the renewal of Contract 2 covering eligible and ineligible services that are not considered basic maintenance, Mitel will continue to provide Mitel voice network and Nupoint voice mail monitoring, non-basic MAC requests, new installations, advanced design and programming, telephone line appearances, handset placement and programming and advanced technical support services.

#### DELIVERABLES:

During the renewal term under Contract 1, Mitel will provide E-Rate eligible telecommunications basic maintenance of the Mitel voice network, systems, hardware, software, applications, NuPoint voice mail systems and all associated components including:

Service Level Agreement (SLA) compliance,

Repair/replacement of system equipment, cards and components,

On site break/fix services

Mitel and NuPoint certified engineers and field service technicians,

Systems programming, voice mail programming and basic maintenance,

Extending and testing local exchange carrier (LEC) services as needed,

Pro-active issue resolution with incident tracking system, documented incident diagnosis, root cause analysis and remediation/problem management,

CPS accessible documentation of all processes and procedures, and

Reporting as requested by the Board.

Under the renewal of Contract 2, Mitel will continue to provide E-Rate eligible and ineligible telecommunications support services including:

24x7x365 Mitel network, systems and voice mail monitoring,

Advanced technical support services,

Moves, adds and changes (MAC) requests,

Maintain and/or collect and replace damaged telephone systems and components with new and/or refurbished equipment or software,

Complete system and component installations for ineligible sites, new construction sites and/or new school or department initiatives,

Re-programming of existing systems to accommodate new school or department initiatives, and Technical support for ineligible voice systems, handset placement.

#### **OUTCOMES:**

Mitel's services shall result in the Board having Mitel network, systems and components maintenance, MAC, monitoring and advanced support services through fiscal year 2014.

#### **COMPENSATION:**

During the renewal term of Contract 1, Mitel shall be paid a total not to exceed \$2,752,000.00 for the one year renewal term. but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products, which amount shall not exceed \$275,200.00.

During the renewal term of Contract 2, Mitel shall be paid a total not to exceed \$1,700,000.00. but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which amount shall not exceed \$1,520,000.00.No Board funds will be disbursed if E-Rate funding is denied except for Priority 2-Basic Maintenance Services as defined by \$LD/USAC.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option documents <u>and any amendments</u>. Authorize the President and Secretary to execute the option documents <u>and any amendments</u>. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate the option agreements.

#### **AFFIRMATIVE ACTION:**

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE participation goals for the contract include: 35% total MBE and 5% total WBE.

The vendor has identified and scheduled the following firms:

#### Total MBE 35%

Quantum Crossing, LLC 111 East Wacker Drive, Suite 990 Chicago, Illinois 60601

#### Total WBE 5%

RL Canning, Inc. 5440 N Cumberland Ave, Suite 138 Chicago, IL 60656

#### LSC REVIEW:

Local School Council approval is not applicable to this report

#### FINANCIAL:

Please see attachment.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### FINANCIAL:

Original Financials	FY14
Basic Maintenance-Contract 1	
Annual Eligible	\$2,752,000.00
CPS-10%	\$275,200.00
SLD-90%	\$2,476,800.00
Annual In-Eligible	<u>\$0.00</u>
Total Contract 1	\$2,752,000.00
Non-Basic Maintenance-Contract 2	
Annual Eligible	\$200,000.00
CPS-10%	\$20,000.00
SLD-90%	\$180,000.00
Annual In-Eligible (ITS Operating)	\$500,000.00
Annual In-Eligible (Requests)	\$1.000.000.00
Total Contract 2	\$1,700,000.00
Grand Total Services	\$4,452,000.00
Annual Eligible	\$2,952,000.00
CPS-10%	\$295,200.00
SLD-90%	\$2,656,800.00
Annual In-Eligible	\$1,500.000.00
	\$4,452,000.00
CPS Pays -Various Budget Funds &	\$1,795,200.00
SI D PAYS	\$2,656,800.00
SLUFAIS	\$4,452,000.00

REVISED Financials	FY14
Basic Maintenance-Contract 1	
Annual Eligible	\$0.00
CPS-10%	\$0.00
SLD-90%	\$0.00
Annual In-Eligible	<u>\$2,752,000.00</u>
Total Contract 1	\$2,752,000.00
Non-Basic Maintenance-Contract 2	
Annual Eligible	\$0.00
CPS-10%	\$0.00
SLD-90%	\$0.00
Annual In-Eligible (ITS Operating)	\$700,000.00
Annual In-Eligible (Requests)	\$1.000.000.00
Total Contract 2	\$1,700,000.00
Grand Total Services	\$4,452,000.00
Annual Eligible	\$0.00
CPS-10%	\$0.00
SLD-90%	\$0.00
Annual In-Eligible	\$4,452,000.00
Allita irreigibe	\$4,452,000.00
CPS Pays -Various Budget Funds &	\$4,452,000.00
SLD PAYS	<u>o</u>
act into	\$4,452,000.00

#### 14-0528-PR10

## AMEND BOARD REPORT 13-0227-PR12 APPROVE EXERCISING ALL OPTIONS TO RENEW AGREEMENTS WITH SENTINEL TECHNOLOGIES FOR NETWORK MONITORING AND MAINTENANCE SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising all options to renew the agreements with Sentinel Technologies (Vendor) to provide network monitoring and maintenance services for the Chicago Public Schools (CPS) wide area network (WAN), local area network (LAN), and network security infrastructure. The cost for the option period for the Basic Maintenance Contract (Contract #1), shall not exceed \$34,179,144.81. of which approximately \$27,150,634.00 will be the discounted portion of eligible E-Rate services and/or products to be funded by the School and Libraries Division of the Universal Service Administrative Company (SLD/USAC). Under renewal of Contract #1, the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed the amount of \$7,028,511.00. The Board is authorized to pay approved invoices up to the not-to-exceed amount and will utilize the Billed Entity Applicant Reimbursement (BEAR) process, as defined below, if E-Rate funding becomes available to recover any costs that may be eligible for Federal subsidies under the The cost for the option period for the Non-Basic Maintenance Contract (Contract #2), E-Rate Program. shall not exceed \$2,130,000.00. Written documents exercising these options are currently being negotiated. No payment shall be made to Vendor during the option period prior to execution of the written documents. The authority granted herein shall automatically rescind in the event written documents are not executed within 90 days of the date of this Board Report. Information pertinent to these options is stated

This May 2014 amendment is necessary to approve increases in the Board-responsible payment amount due to the uncertainty in E-Rate Funding. The Billed Entity Applicant Reimbursement (BEAR) process is the mechanism used by E-Rate applicants to request reimbursement for approved services for which the applicant has already paid the full pre-discounted amount. Written amendments to the renewal agreements are required.

Specification Number: 09-250030

Contract Administrator: Sinnema, Mr. Ethan Cedric / 773-553-3295

#### VENDOR:

1) Vendor # 21472 SENTINEL TECHNOLOGIES,INC. 2550 WARRENVILLE ROAD DOWNERS GROVE, IL 60515 Jack Reidy 630 769-4325

#### **USER INFORMATION:**

Contact:

12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603 Tidmarsh, Mr. Lachlan W.

773-553-1300

Project

12510 - Information & Technology Services

Manager: 125 South Clark Street - 3rd Floor

Chicago, IL 60603 Burnson, Mr. Richard A

773-553-1330

#### **ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report #09-1216-PR19) in the aggregate amount of \$46,810,382.88 were for a term commencing July 1, 2010 and ending June 30, 2013, with the Board having three options to renew for one year terms. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of each agreement is being renewed for three years commencing July 1, 2013 and ending June 30, 2016. This extension exercises all three renewal options with Sentinel Technologies to achieve greater savings.

#### **OPTION PERIODS REMAINING:**

There are no option periods remaining.

#### **SCOPE OF SERVICES:**

Sentinel Technologies will continue to provide the Board with services described below during the renewal term:

Under Contract #1 covering services eligible for the E-Rate discount shall be as follows: Sentinel Technologies will continue to provide onsite basic maintenance services in conjunction with the E-Rate Program to the Board. This will include management services to monitor and maintain the WAN, LAN, and network security infrastructure, including routers, switches, firewall/VPN appliances, firewall/VPN management stations, load balancers, WAN/LAN interfaces, DNS/DHCP servers, and other ancillary equipment (Services), including:Remote management of Board owned or leased equipment, maintenance administration of systems, fault/error detection, reporting, analysis, and correction of issues; Support for designated infrastructure 24 hours a day, seven days a week, 365 days a year, Notice of outages, reporting, and on-site repair services; Break/fix switch maintenance services for school LAN equipment; 24/7 support for the Board's network monitoring systems and related integration into the Board's support ticketing and change management systems. Sentinel Technologies will also continue to provide installation, configuration, and project management for the following equipment and initiatives: Replacement of network equipment at approximately seventy schools to include replacement of switches, wireless access points. and wireless network interface cards. This also will include incidental low voltage cabling and minor construction; Upgrades to school MDF room network equipment; Upgrades and installation of core networking equipment.

Under Contract #2 covering non-basic maintenance and ineligible services as follows: Sentinel Technologies will continue to provide management services to monitor and maintain the WAN, LAN, and network security infrastructure, including routers, switches, firewall/VPN appliances, firewall/VPN management stations, content filtering system, load balancers, WAN/LAN interfaces, and other ancillary equipment (Services), including: Proactive remote monitoring and management of Board owned or leased equipment, pro-active and maintenance administration of systems, fault/error detection, reporting, analysis, and correction of issues; Network monitoring for designated infrastructure hours a day, seven days a week, 365 days a year; Equipment audits at regular intervals with the Board, including covering any device changes as required.

#### **DELIVERABLES:**

Sentinel Technologies will continue to provide the Board with the following deliverables meeting the Board's specified requirement under both agreements: Reporting (all reports accessible online, in a downloaded form and hard copy); Network analysis; Network management and network monitoring; Firewall, DNS/DHCP, VPN, and content filter change request management; General management; Third-party security audit; Service level agreements (SLAs) and implementation of SLAs; Installation and configuration of Cisco series switches and other related equipment at schools and in the core network; Redeployment of existing school switches, replaced by the new switches; Removal of old equipment at the schools and in the core; Incident management and onsite maintenance services for all school LAN equipment, including switches, hubs, wireless access points, transceivers, and uninterruptible power supplies. Also, Sentinel Technologies will continue to have appropriate field personnel for the proper dispatches in order to meet or exceed SLAs.

#### **OUTCOMES:**

Sentinel Technologies services will continue to result in the Board having comprehensive managed services for its WAN, LAN, and network security infrastructure, which will result in improved service and bandwidth to CPS. These services will also continue to result in the Board having managed services and appropriate reporting and maintenance for all CPS locations, including network monitoring, fault management (detection and notification), fault isolation and resolution, configuration and software support, hardware/software dispatch with on-site repair and technical assistance. These services will result in the Board (i) being notified of outages and having the ability to view trouble tickets via a web-based ticketing system and reports; (ii) receiving appropriate on-site repair services dispatched to schools and Central Office that experience outages related to WAN, LAN, and network security data equipment; and (iii) improved ability to maximize network uptime. Sentinel Technologies will also continue to provide installation and project management services for new equipment within the core network and at the schools. School LAN equipment will be repaired in a timely fashion, reducing network downtime. The switches will have a common configuration and operating system that will improve uptime and reduce intermittent issues.

#### **COMPENSATION:**

Vendor shall be paid during the renewal period of Contract #1 as follows: a total cost not to exceed the sum of \$34,179,144.81. of which approximately \$25,169,038.95 is the discounted portion of eligible E-Rate-services and/or products to be funded by the SLD/USAC. The CPS portion of the cost for the non-discounted portion of E-rate eligible services and/or products and the cost of ineligible services and/or products shall not exceed the sum of \$9,010,105.86. Vendor shall be paid during the renewal period of Contract #2 as follows: a total cost not to exceed the sum of \$2,130,000.00. The Board is authorized to pay approved invoices up to the not-to-exceed amount and will utilize the BEAR process if E-Rate funding becomes available to recover any costs that may be eligible for Federal subsidies under the E-Rate Program.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option documents <u>and amendments</u>. Authorize the President and Secretary to execute the option documents <u>and amendments</u>. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate the option agreements.

#### **AFFIRMATIVE ACTION:**

This agreement is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this agreement are: 35% total MBE and 5% total WBE participation.

The Vendors have identified the following participation:

Total MBE - 35% IMC Connect, Inc. 207 East Ohio Avenue, Suite # 293 Chicago, Illinois 60631

CS&C - Julex, Inc. 1613 South Michigan Avenue Chicago, Illinois 60613

Smart Technology, Inc. 150 North Jefferson Avenue Chicago, Illinois 60661

Total WBE - 5% KMC Enterprises, Inc. 13235 Hiawatha Drive Homer Glen, Illinois 60491

Solai & Cameron 2335 North Southport Chicago, Illinois 60614

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Funds: 115 and 230

Charge to: Information & Technology Services, 12500 FY2014: \$3,052,837.00 \$12,103,048.00

FY2014: \$9,050,211.00 E-Rate FY2015: \$3,052,837.00 \$12,103,048.00 FY2015: \$9,050,211.00 E-Rate

FY2016: \$3,052,837.00 \$12,103,048.00

FY2016: \$9,050,211.00 E Rate
Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 14-0528-PR11

# AMEND BOARD REPORT 13-1120-PR8 AUTHORIZE FIRST RENEWAL AGREEMENT WITH AT AND T MOBILITY NATIONAL ACCOUNTS, LLC FOR CELLULAR SERVICES, APPLICATIONS, EQUIPMENT, ACCESSORIES AND SUPPORT SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize first renewal agreement with AT&T Mobility National Accounts, LLC (AT&T Mobility) to provide cellular services, equipment, accessories, applications, cellular-based technology solutions and support services for the Chicago Public Schools (CPS). This renewal is <a href="mailto:may.be">may.be</a> eligible for discounts to be funded by the School and Libraries Division of the Universal Service Administrative Company (SLD/USAC) as part of the E-Rate program. The total amount of the renewal term shall not exceed \$2,498,663.00. but the Board shall only be responsible for the non-discounted portion of E-Rate eligible-services and/or products, which shall not exceed \$1,046,738.00: The Board is authorized to pay approved invoices up to the not-to-exceed amount and will utilize the Billed Entity Applicant Reimbursement (BEAR) process, as defined below, to recover any costs that may be eligible for Federal subsidies under the E-Rate Program. A written renewal document is currently being negotiated. No services shall be provided by and no payment shall be made to AT&T Mobility prior to the execution of the renewal agreement. The authority granted herein shall automatically rescrided in the event the renewal document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This May 2014 amendment is necessary to approve increases in the Board-responsible payment amount due to the uncertainty in E-Rate Funding. The Billed Entity Applicant Reimbursement (BEAR) process is the mechanism used by E-Rate applicants to request reimbursement for approved services for which the applicant has already paid the full pre-discounted amount. A written amendment to the renewal agreement is required.

Specification Number :

10-250051

Contract Administrator:

Sinnema, Mr. Ethan Cedric / 773-553-3295

#### **VENDOR:**

1) Vendor # 59509

AT & T MOBILITY NATIONAL ACCOUNTS,

LLC

7229 PARKWAY DRIVE.

HANOVER, MD 20176

Margaret Snyder 301 576-5443

312-961-3247

#### USER INFORMATION:

Contact:

12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603

Zalewski, Miss Kathryn Lucille

773-553-3060

Contact: 12510

12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603

Tidmarsh, Mr. Lachlan W.

773-553-1300

#### **ORIGINAL AGREEMENT:**

The original agreement (authorized by Board Report #10-1215-PR8) in the amount of \$9,224,509.00, is for a term commencing on July 1, 2011 and ending June 30, 2014, with the Board having two options to renew for periods of one year each. The agreement was amended (authorized by Board Report #12-0822-PR14) to decrease the amount to \$6,792,282.00. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

#### OPTION PERIOD:

The term of this agreement is being renewed for one year commencing July 1, 2014 and ending June 30, 2015.

#### **OPTION PERIODS REMAINING:**

There is one option period for one year remaining.

#### **SCOPE OF SERVICES:**

AT&T Mobility will provide cellular services, equipment, accessories, mobile device management, applications, cellular-based technology solutions and support services for the Chicago Public Schools (CPS). Applications and support services include, but are not limited to, text messaging, cellular/radio, push-to-talk features, data cards, mobile device management, Blackberry Enterprise Server (BES) maintenance, BES managed services, Global Positioning System (GPS) services for tracking cellular units and vehicles, and other cellular technology solutions to enable cellular-based initiatives or enhance cellular coverage throughout the District. CPS cellular-based special programs covered under this agreement include the community-based Safe Passage program as well as mobile device management for CPS educational initiatives.

#### **DELIVERABLES:**

AT&T Mobility will provide the Board with cellular services, equipment, accessories, applications, cellular-based technology solutions and support services through the end of fiscal year 2015, including the community-based Safe Passage program and mobile device management cellular programs.

#### **OUTCOMES:**

AT&T Mobility's services will result in the Board having continuous cellular services, equipment, accessories, applications, cellular-based technology solutions and support services through the end of fiscal year 2015.

#### COMPENSATION:

AT&T Mobility shall be paid as follows during this option period: Upon monthly invoicing, at a total cost not to exceed \$2,498,663.00. of which approximately \$851,925.00 is eligible for, but not contingent upon.

E-Rate discounts. The Beard shall only be responsible for the non-discounted portion of E-Rate eligible-services and/or products and the cost of ineligible services and/or products, which shall not exceed \$1,646,738.00. Services, equipment, accessories, applications and support services requested by Board-departments or schools and funded via budget transfers shall not exceed \$350,000.00 annually and are included in the not to exceed cost to the Board. The Board is authorized to pay approved invoices up to the not-to-exceed amount and will utilize the Billed Entity Applicant Reimbursement (BEAR) process to recover any costs that may be eligible for Federal subsidies under the E-Rate Program.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document <u>and amendment</u>. Authorize the President and Secretary to execute the option document <u>and amendment</u>. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this option agreement.

#### **AFFIRMATIVE ACTION:**

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE participation goals for this contract are 25% total MBE and 5% total WBE participation.

The Vendor has identified the following participation:

Total MBE 25% United Building Maintenance 165 Easy Street Carol Stream, IL 60188

Total WBE 5% Archon Construction Co. 563 S. Route 53 Addison, IL 60101

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Fund: 115

Information and Technology Services, 12500 CPS Portion: \$1,646,738.00 \$2,498,663.00, FY15

E-Rate Portion: \$851,925.00, FY15

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Vice President Ruiz abstained on Board Report 14-0528-PR11.

Board Member Quazzo abstained on Board Report 14-0528-PR11.

#### 14-0528-PR12

# AMEND BOARD REPORT 13-1120-PR9 AUTHORIZE FIRST RENEWAL AGREEMENT WITH HITEC GROUP INTERNATIONAL, INC. FOR TELETYPEWRITER (TTY) SERVICES AND SUPPORT

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreement with Hitec Group International, Inc. ("Hitec") to provide TTY services to the Board. This agreement is may be eligible for discounts to be funded by the School and Libraries Division of the Universal Service Administrative Company ("SLD/USAC") as part of the E-Rate program. The total amount for the renewal term shall not exceed \$175,500.00. or which approximately \$149,227.00 is the discounted portion of eligible E-Rate services or products to be funded by SLD/USAC. The Board shall only be responsible for the non-discounted portion of E-Rate eligible services/products and the cost of ineligible services/products, which shall not exceed \$26,273.00. The Board is authorized to pay approved invoices up to the not-to-exceed amount and will utilize the Billed Entity Applicant Reimbursement (BEAR) process, as defined below, to recover any costs that may be eligible for Federal subsidies under the E-Rate Program. No services shall be provided by Hitec and no payment shall be made to Hitec prior to the execution of the renewal agreement. The authority granted herein shall automatically rescind in the event the renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This May 2014 amendment is necessary to approve increases in the Board-responsible payment amount due to the uncertainty in E-Rate Funding. The Billed Entity Applicant Reimbursement (BEAR) process is the mechanism used by E-Rate applicants to request reimbursement for approved services for which the applicant has already paid the full pre-discounted amount. A written amendment to the renewal agreement is required.

Specification Number:

10-250049

Contract Administrator:

Sinnema, Mr. Ethan Cedric / 773-553-3295

#### VENDOR:

1) Vendor # 16374 HITEC GROUP

HITEC GROUP INTERNATIONAL, INC

P.O. BOX 446

HINSDALE, IL 60522-0446

Richard Uzuanis

630 654-9200

#### **USER INFORMATION:**

Contact:

12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603 Tidmarsh, Mr. Lachlan W.

773-553-1300

Contact:

12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603

Zalewski, Miss Kathryn Lucille

773-553-3060

#### ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report #10-1117-PR7) in the amount of \$629,535.00 is for a term commencing July 1, 2011 and ending June 30, 2014 with the Board having two options to renew for one year each. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of this agreement is being renewed for one year commencing July 1, 2014 and ending June 30, 2015.

#### **OPTION PERIODS REMAINING:**

There is one option period for one year remaining.

#### SCOPE OF SERVICES:

Hitec will continue to provide the Board with a Textnet TTY communications system, maintenance, training and support services for a network of 600 user licenses. Textnet is a shared, digital TTY communications system that provides a seamless integration of the public switched telephone network, the Internet and the Board's data network to enable telephone calls to be made by people who are deaf, hard of hearing or speech restricted. Since the system utilizes the Board's current data network and existing PCs, no additional hardware or equipment is required. Hitec provides 60 hours of free staff training for each year of the agreement and provides on-going support as needed.

#### DELIVERABLES:

Hitec will provide the Board with Textnet TTY services through the end of fiscal year 2015.

#### OUTCOMES

Hitec's services will result in the Board being in compliance with legal mandates of the Americans with Disabilities Act, Sections 504 and 508 of the Rehabilitation Act, IDEA and Section 255 of the Telecommunications Act through the end of fiscal year 2015.

#### COMPENSATION:

Hitec shall be paid as follows: Upon monthly invoicing, at a total cost not to exceed \$175,500.00. of which approximately \$149,227.00 is eligible for E-Rate discounts. The Board shall only be responsible for the non-discounted portion of E-Rate eligible services and products and the cost of ineligible services and products, which shall not exceed \$20,273.00. The Board is authorized to pay approved invoices up to the not-to-exceed amount and will utilize the Billed Entity Applicant Reimbursement (BEAR) process to recover any costs that may be eligible for Federal subsidies under the E-Rate Program.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document <u>and amendment</u>. Authorize the President and Secretary to execute the option document <u>and amendment</u>. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this option agreement.

#### AFFIRMATIVE ACTION:

The M/WBE goals for this agreement include: 25% MBE and 5% WBE participation. However, the Office of Business Diversity recommends a partial waiver of the MBE goal as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts be granted, as the scope of the contract is not further divisible.

The Vendor has identified the following participation:

Total WBE -100%

Hitec Group International 1743 Quincy Ave., Suite #155 Naperville, Illinois 60540 Contact: Richard Uzuanis

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: 115

Information and Technology Services, 12500 CPS Portion: \$26,273.00, \$175,500.00 FY15

E-Rate Portion: \$149,227.00, FY15

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 14-0528-PR13

#### AMEND BOARD REPORT 13-1120-PR11

AUTHORIZE FIRST RENEWAL OF TWO AGREEMENTS WITH QUANTUM CROSSINGS, LLC FOR TELECOMMUNICATIONS WIRING/CABLING, NON-MITEL VOICE SYSTEM MAINTENANCE, TECHNICAL PROGRAMMING AND SUPPORT SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal of two agreements with Quantum Crossings, LLC ("Quantum") to provide telecommunications wiring/cabling, non-Mitel voice system maintenance, technical programming and support services to the Board. The first agreement being renewed ("Contract 1") is for basic maintenance services that may be eligible for discounts to be funded by the School and Libraries Division of the Universal Service Administration Company ("SLD/USAC") as part of the E-Rate program. The total amount for the renewal of Contract 1 shall not exceed \$1,128,646.00. of which approximately \$922,067.00 is the discounted portion of eligible E-Rate services or products to be funded by SLD/USAC. The Board shall only be responsible for the non-discounted portion of E-Rate eligible services and products and the cost of ineligible services and products, which shall not exceed \$206,581.00. The Board is authorized to pay approved invoices up to the not-to-exceed amount and will utilize the Billed Entity Applicant Reimbursement (BEAR) process, as defined below, if E-Rate funding becomes available to recover any costs that may be eligible for Federal subsidies under the E-Rate Program.

The second agreement being renewed ("Contract 2") is for eligible and ineligible services that are not considered basic maintenance. The total amount for the renewal of Contract 2 shall not exceed \$1,351,546.00. of which approximately \$276,182.00 is the discounted portion of eligible E-Rate services or products to be funded by SLD/USAC. The Board shall only be responsible for the non-discounted portion of E-Rate eligible services and products and the cost of ineligible services and products, which shall not exceed \$1,075,364.00. No Board funds will be disbursed if E-Rate funding is denied except for Priority 2-Basic Maintenance Services as defined by SLD/USAC. Basic Maintenance Services are those that are necessary to the continuing operation of eligible equipment, including repair and upkeep of eligible-hardware, wire and cable maintenance, basic technical support and configuration changes. The Board is authorized to pay approved invoices up to the not-to-exceed amount and will utilize the Billed Entity Applicant Reimbursement (BEAR) process, as defined below, if E-Rate funding becomes available to recover any costs that may be eligible for Federal subsidies under the the E-Rate Program.

Written renewal agreements are currently being negotiated. No services shall be provided by Quantum and no payment shall be made to Quantum prior to the execution of the renewal agreements. The authority granted herein for each agreement shall automatically rescind in the event such renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these options is stated below

This May 2014 amendment is necessary to approve increases in the Board-responsible payment amounts for both Contract 1 and Contract 2 due to the uncertainty in E-Rate Funding. The Billed Entity Applicant Reimbursement (BEAR) process is the mechanism used by E-Rate applicants to request reimbursement for approved services for which the applicant has already paid the full pre-discounted amount. Written amendments to the renewal agreements are required.

Specification Number:

10-250045

Contract Administrator:

Sinnema, Mr. Ethan Cedric / 773-553-3295

#### **VENDOR:**

Vendor # 32334
QUANTUM CROSSINGS, INC.
111 EAST WACKER DRIVE, SUITE 990
CHICAGO, IL 60601
Lawrence Knott
312 467-0065

# **USER INFORMATION:**

Contact:

12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603 Tidmarsh, Mr. Lachlan W.

773-553-1300

Contact:

12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603

Zalewski, Miss Kathryn Lucille

773-553-3060

#### **ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report 10-1117-PR9 as amended by Board Report 11-0126-PR8) in the aggregate amount of \$7,370,291.90 were for a term commencing on July 1, 2011 and ending June 30, 2014, with the Board having three options to renew for one year each. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of each agreement is being renewed for one year commencing July 1, 2014 and ending June 30, 2015.

## **OPTION PERIODS REMAINING:**

There are two option periods for one year each remaining.

#### SCOPE OF SERVICES:

Under the renewal of Contract 1, Quantum will continue to provide maintenance of the Board's voice/data cabling infrastructure, non-Mitel voice systems, voice mail systems and onsite break/fix repair services, as well as basic maintenance technical programming for all voice systems. This will include Avaya and Mitel certified technical programmers as well as certified telecommunications field technicians to support approximately six hundred (600) Board locations throughout the City of Chicago. Under the renewal of Contract 2 covering eligible and ineligible services that are not considered basic maintenance, Quantum will continue to provide support services including non-basic MAC requests, electrical requests, new installations, advanced technical programming and support, call center programming and support, telephone line appearances, handset placement and programming, telecommunications invoice analysis and processing, inventory database administration and support and web-based database application services.

## **DELIVERABLES:**

During the renewal of Contract 1, Quantum will provide basic maintenance of telecommunications wiring/cabling infrastructure, voice systems, hardware, software, applications, voice mail systems and all associated components including, but not limited to: repair/replacement/maintenance of the Board's voice/data cabling infrastructure, repair/replacement of voice systems, system equipment, cards and components, onsite break/fix services, certified technical programmers and union field service technicians, systems programming, voice mail programming and basic maintenance, extending and testing local exchange carrier (LEC) services as needed, service Level Agreement (SLA) compliance, pro-active issue resolution with incident tracking system, documented incident diagnosis, root cause analysis and remediation/problem management, Board accessible documentation of all processes and procedures, and reporting as requested by the Board.

During the renewal of Contract 2, Quantum will provide wiring/cabling and telecommunications support services that are not considered basic maintenance including: installation of new wiring/cabling, advanced technical support services, Call Center programming and support, electrical and power services, moves, adds and changes (MAC) requests, maintain and/or collect and replace damaged telephone systems and components with new and/or refurbished equipment or software, complete system and component

installations for ineligible sites, new construction sites and/or new school or department initiatives, re-programming of existing systems to accommodate new school or department initiatives, technical support for ineligible voice systems, handset placement, telecommunications invoice analysis and processing, inventory database administration and support, and Web-based database application programming, maintenance and support.

#### **OUTCOMES:**

Quantum's services shall result in the Board having telecommunications wiring/cabling maintenance and installation, non-Mitel voice system maintenance and installation, technical programming and support services through fiscal year 2015.

#### **COMPENSATION:**

During the renewal of Contract 1, Quantum shall be paid a total not to exceed \$1,128,648.00. —but the—Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products, which shall not exceed \$206,581.00. —The Board is authorized to pay approved invoices up to the not-to-exceed amount and will utilize the BEAR process if E-Rate funding becomes available to recover any costs that may be eligible for Federal subsidies under the E-Rate Program.

During the renewal of Contract 2, Quantum shall be paid a total not to exceed \$1,351,546.00. but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$1,075,364.00. No Board funds will be disbursed if E-Rate funding is denied except for Priority 2 Basic Maintenance Services as defined by SLD/USAC. The Board is authorized to pay approved invoices up to the not-to-exceed amount and will utilize the BEAR process if E-Rate funding becomes available to recover any costs that may be eligible for Federal subsidies under the E-Rate Program.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option documents <u>and amendments</u>. Authorize the President and Secretary to execute the option documents <u>and amendments</u>. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate the option agreements.

#### **AFFIRMATIVE ACTION:**

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts.

The M/WBE participation goals for this contract are 25% total MBE and 5% total WBE participation.

The Vendor has identified the following participation:

#### Total MBE 94%

Quantum Crossing, Inc. 111 E. Wacker Drive, Suite 990 Chicago, Illinois 60601

# Total WBE 6%

Professional Telecommunications 28 E. Jackson Blvd., Suite 1020 Chicago, Illinois 60604

Thredpartners 3625 N. Seeley Ave. Chicago, Illinois 60618

Phoenix Business Solutions 12543 S. Laramie Ave. Alsip, Illinois 60803

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Contract 1 Fund: 115

Information and Technology Services, 12500 CPS Portion: \$206,581.00, FY15 \$1,128,648.00

E-Rate Portion: \$922,067.00, FY15

Contract 2 Fund: 115

Information and Technology Services, 12500 CPS Portion: \$1,075,364.00, FY15 \$1,351,546.00

E-Rate Portion: \$276,182.00, FY15

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 14-0528-PR14

# AMEND BOARD REPORT 13-1120-PR13 AUTHORIZE SECOND RENEWAL AGREEMENT WITH MITEL NETWORKS, INC. FOR VOICE NETWORK MAINTENANCE, MONITORING, AND ADVANCED SUPPORT SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize second renewal agreements with Mittel Networks, Inc. (Mitel) to provide voice network and voice mail maintenance, monitoring and advanced support services for Information and Technology Services (ITS). The first agreement being renewed (Contract 1) is for basic maintenance services eligible for discounts in accordance with the guidelines and requirements of the Federal Government's Universal Services Program (E-Rate). The total amount for the renewal term of Contract 1 shall not exceed \$2,752,000.00. The Board is authorized to pay approved invoices up to the not-to exceed amount and will utilize the Billed Entity Applicant Reimbursement (BEAR) process, as defined below, if E-Rate funding becomes available to recover any costs that my be eligible for Federal subsidies under the E-Rate Program. of which approximately \$2,476,800.00 is the discounted portion of eligible E-Rate services or products to be funded by SLD/USAC. The Board shall only be responsible for the non-discounted portion of E-Rate eligible services and products and the cost of ineligible services and products, which amount shall not exceed \$275,200.00.

The second agreement being renewed (Contract 2) is for eligible and ineligible services that are not considered basic maintenance. The total amount for the renewal term of Contract 2 shall not exceed \$1,700,000.00. The Board is authorized to pay approved invoices up to the not-to exceed amount and will utilize the Billed Entity Applicant Reimbursement (BEAR) process, as defined below, if E-Rate funding becomes available to recover any costs that may be eligible for Federal subsidies under the E-Rate Program. of which approximately \$180,000 is the discounted portion of eligible E-Rate services or products to be funded by SLD/USAC. The Board shall only be responsible for the non-discounted portion of E-Rate eligible services and products and the cost of ineligible services and products, which amount shall not exceed \$1,520,000.00. No Board funds will be disbursed if E-Rate funding is denied, except for Priority 2 Basic Maintenance Services as defined by SLD/USAC.

Written renewal agreements for Mitel's services are currently being negotiated. No services shall be provided by Mitel and no payment shall be made to Mitel prior to the execution of the respective written renewal agreement. The authority granted herein shall automatically rescind as to each agreement in the event such renewal agreement is not executed within ninety (90) days of the date of this Board Report. Information pertinent to these agreements is stated below.

This May 2014 amendment is necessary to approve increases in the Board-responsible payment amount for both Contract 1 and Contract 2 due to the uncertainty in E-Rate Funding. The Billed Entity Applicant Reimbursement (BEAR) process is the mechanism used by E-Rate applicants to request reimbursement for approved services for which the applicant has already paid the full pre-discounted amount. Written amendments to the renewal agreements are required.

Specification Number:

09-250067

Contract Administrator:

Sinnema, Mr. Ethan Cedric / 773-553-3295

#### VENDOR:

1) Vendor # 37538
MITEL NETWORKS INCORPORATED
70 WEST MADISON, STE 2000
CHICAGO, IL 60602

Peter Cosme 312 479-9032

#### **USER INFORMATION:**

Contact:

12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603

Zalewski, Miss Kathryn Lucille

773-553-3060

Contact:

12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, 1L 60603 Tidmarsh, Mr. Lachlan W.

773-553-1300

#### **ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report #09-1216-PR14) in the total aggregate amount of \$17,784,384.00 were for a term commencing October 1, 2010 and ending June 30, 2013, with the Board having three options to renew for periods of one year each. The agreements were renewed (authorized by Board Report #13-0123-PR6) for a term commencing July 1, 2013 and ending June 30, 2014. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of each agreement is being renewed for one year commencing July 1, 2014 and ending June 30, 2015.

#### **OPTION PERIODS REMAINING:**

There is one option period for one year remaining.

#### **SCOPE OF SERVICES:**

Under the renewal of Contract 1 covering basic maintenance services eligible for the E-Rate discount, Mitel will continue to provide network, voice mail and onsite repair and basic maintenance/MAC services. This will include Mitel and NuPoint certified engineers as well as certified telecommunications technicians for maintenance of the Board's Mitel voice communications network, NuPoint voice mail system and Mitel voice communications systems and components for over six hundred (600) Board locations throughout the City of Chicago.

Under the renewal of Contract 2 covering eligible and ineligible services that are not considered basic maintenance, Mitel will continue to provide Mitel voice network and NuPoint voice mail monitoring, non-basic MAC requests, new installations, advanced design and programming, telephone line appearances, handset placement and programming and advanced technical support services.

# **DELIVERABLES:**

During the renewal term under Contract 1, Mitel will provide E-Rate eligible telecommunications basic maintenance of the Mitel voice network, systems, hardware, software, applications, NuPoint voice mail systems and all associated components including:

- Repair/replacement of system equipment, cards and components, on-site break/fix services,
- Mitel and NuPoint certified engineers and field service technicians, systems programming, voice mail programming and basic maintenance, extending and testing local exchange carrier (LEC) services as needed,
- Pro-active issue resolution with incident tracking system, documented incident diagnosis, root cause analysis and remediation/problem management,
- CPS accessible documentation of all processes and procedures,
- Service Level Agreement (SLA) compliance, and
- Reporting as requested by the Board.

Under the renewal of Contract 2, Mitel will continue to provide E-Rate eligible and ineligible telecommunications support services including:

- 24x7x365 Mitel network, systems and voice mail monitoring, advanced technical support services,
- Moves, adds and changes (MAC) requests,
- Maintain and/or collect and replace damaged telephone systems and components with new and/or refurbished equipment or software,
- Complete system and component installations for ineligible sites, new construction sites and/or new school or department initiatives,
- Re-programming of existing systems to accommodate new school or department initiatives, and
- Technical support for ineligible voice systems, handset placement.

#### **OUTCOMES:**

Mitel's services shall result in the Board having Mitel network, systems and components maintenance. MAC, monitoring and advanced support services through fiscal year 2015.

During the renewal term of Contract 1 Mitel shall be paid a total not to exceed \$2,752,000.00 for the one year renewal term. but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products, which amount shall not exceed \$275,200.00. The Board is authorized to pay approved invoices up to the not-to exceed amount and will utilize the (BEAR) process if E-Rate funding becomes available to recover any costs that may be eligible for Federal subsidies under the E-Rate Program.

During the renewal term of Contract 2 Mitel shall be paid a total not to exceed \$1,700,000.00. The Board is authorized to pay approved invoices up to the not-to exceed amount and will utilize the (BEAR) process if E-Rate funding becomes available to recover any costs that may be eligible for Federal subsidies under the E-Rate Program. but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which amount shall not exceed \$1,520,000,00.No Board funds will be disbursed if E-Rate funding is denied except for Priority 2 Basic Maintenance Services as defined by SLD/USAC.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option documents and amendments. Authorize the President and Secretary to execute the option documents and amendments. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate the option agreements.

# **AFFIRMATIVE ACTION:**

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE participation goals for this contract are 35% total MBE and 5% total WBE participation.

The Vendor has identified the following participation:

Total MBE 35%: Quantum Crossing, LLC 111 East Wacker Drive, Suite 990 Chicago, Illinois 60601

Total WBE 5% RL Canning, Inc. 5440 N. Cumberland Ave., Suite 138 Chicago, Illinois 60656

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Contract 1 Fund: 115

Information and Technology Services, 12500 CPS Portion: \$275,200.00, FY15 \$2,752,000.00 E-Rate Portion: \$2,476,800.00, FY15

Contract 2 Fund: 115

Information and Technology Services, 12500 CPS Portion: \$1,520,000.00, FY15 \$1,700,000.00

E-Rate Portion: \$180,000.00, FY15

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 14-0528-PR15

# AMEND BOARD REPORT 13-1120-PR14 AUTHORIZE SECOND RENEWAL AGREEMENT WITH SENTINEL TECHNOLOGIES, INC FOR LOCAL AREA NETWORK (LAN) SYSTEM IMPROVEMENT SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize second renewal agreement with Sentinel Technologies, Inc. (Sentinel) to provide Local Area Network (LAN) System Improvement Services for Information & Technology Services (ITS) at a total cost not to exceed \$28,594,524.21 for the term. The Board is authorized to pay approved invoices up to the not-to-exceed amount and will utilize the Billed Entity Applicant Reimbursement (BEAR) process, as defined below, if E-Rate funding becomes available to recover any costs that may be eligible for Federal subsidies under the E-Rate Program, of which approximately \$16,840,858.55 is the discounted portion of eligible E-Rate services and/or products to be funded by the School and Libraries Division of the Universal Service Administrative Company (SLD/USAC). The Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$11,753,865.66. A written renewal agreement is currently being negotiated. No payment shall be made to Sentinel prior to the execution of written renewal agreement. The authority granted herein shall automatically rescind in the event the renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This May 2014 amendment is necessary to approve increases in the Board-responsible payment amount due to the uncertainty in E-Rate Funding. The Billed Entity Applicant Reimbursement (BEAR) process is the mechanism used by E-Rate applicants to request reimbursement for approved services for which the applicant has already paid the full pre-discounted amount. A written amendment to the renewal agreement is required.

Specification Number:

09-250022

Contract Administrator:

Sinnema, Mr. Ethan Cedric / 773-553-3295

#### **VENDOR:**

1) Vendor # 21472

SENTINEL TECHNOLOGIES, INC. 2550 WARRENVILLE ROAD DOWNERS GROVE, IL 60515 Jack Reidy

Jack Reidy 630 769-4325

#### **USER INFORMATION:**

Contact:

12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603 Tidmarsh, Mr. Lachlan W.

773-553-1300

Project Manager: 12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603 Burnson, Mr. Richard A

773-553-1330

#### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 09-1216-PR17) in the amount of \$62,598,429.87 was for a term commencing July 1, 2010 and ending June 30, 2013, with the Board having two options to renew for one year terms. The agreement was renewed (authorized by Board Report 13-0227-PR13) in the amount of \$23,997,619.37 for a term commencing July 1, 2013 and ending June 30, 2014. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing July 1, 2014 and ending June 30, 2015.

#### **OPTION PERIODS REMAINING:**

There are no option periods remaining.

#### **SCOPE OF SERVICES:**

Sentinel shall continue to provide the Board with project management, installation, network equipment services, and associated construction at the schools. The work shall include infrastructure assessment of the existing environments, ordering of equipment, coordinating shipment and staging of new equipment, and removal and replacement of hubs, switches, wireless access points and other network devices. Additionally, this work will include wireless assessment, installation of wireless access points, and installation of Wireless Network Interface Cards in Windows and Apple computers. Sentinel shall also provide support services to include installation, integration, configuration, and testing of the equipment.

#### **DELIVERABLES:**

Sentinel shall continue to provide the Board with the following: Project Plan; Communication plan; Project milestone dashboard; Risk report; Issues report; Budget variance reports; Resource tracking report; Removed equipment report with Trade-in Value; New equipment inventory; School assessment; Riser diagrams; Wireless site surveys; Visio diagrams of school LAN's; and Testing/Acceptance reports.

#### **OUTCOMES:**

Sentinel's services will result in the Board having improved wide area network (WAN) and local area network (LAN) services and features for the Chicago Public Schools. The Board's network equipment at the schools will be upgraded to current Board standards to ensure greater network stability, additional bandwidth, remote management capabilities, increased WAN/LAN security, and increased network performance.

#### COMPENSATION:

During this renewal term, Sentinel shall be paid a total cost not to exceed \$28,594,524.21. of which approximately \$16,840,658.55 is the discounted portion of eligible E-Rate services and/or products to be funded by the SLD/USAC. The Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of eligible services and/or products, which amount shall not exceed \$11,755,865.66. The Board is authorized to pay approved invoices up to the not-to-exceed amount and will utilize the BEAR process if E-Rate funding becomes available to recover any costs that may be eligible for Federal subsidies under the E-Rate Program.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document <u>and amendment</u>. Authorize the President and Secretary to execute the option document <u>and amendment</u>. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this option agreement.

#### **AFFIRMATIVE ACTION:**

This agreement is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE participation goals for this agreement are: 35% MBE and 5% WBE participation. The vendor has identified the following firms and percentages.

Total MBE - 35% Smart Technology 156 North Jefferson, Suite 200 Chicago, Illinois 60661

Total WBE - 5% Solai & Cameron 2335 North Southport Chicago, Illinois 60614

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

# FINANCIAL:

Capital Funds

Information and Technology Services, 12500

CPS Portion: \$11,753,865.68, FY15 \$28,594,524.21

E-Rate Portion: \$16,840,658.55; FY15

Future year funding is contingent upon budget appropriation and approval

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 14-0528-PR16

# AMEND BOARD REPORT 13-1218-PR11 AUTHORIZE NEW AGREEMENT WITH AT AND T, CORP. FOR THE PURCHASE OF TELECOMMUNICATIONS VOICE AND DATA SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with AT&T, Corp. for the purchase of Telecommunications Voice and Data Services for the Department of Information and Technology Services. This agreement is <a href="may be">may be</a> eligible for discounts to be funded by the School and Libraries Division of the Universal Service Administrative Company ("SLD/USAC") as part of the E-Rate program. The total amount of the contract shall not exceed \$69,000,000.00. but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$10,500,000.00. The Board is authorized to pay approved invoices up to the not-to-exceed amount and will utilize the Billed Entity Applicant Reimbursement (BEAR) process, as defined below, to recover any costs that may be eligible for Federal subsidies under the E-Rate program. AT&T, Corp. was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for this purchase is currently being negotiated. No goods may be ordered or received and no payment shall be made to AT&T, Corp. prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This May 2014 amendment is necessary to approve increases in the Board-responsible payment amount due to the uncertainty in E-Rate Funding. The Billed Entity Applicant Reimbursement (BEAR) process is the mechanism used by E-Rate applicants to request reimbursement for approved services for which the applicant has already paid the full pre-discounted amount. A written amendment to the agreement is required.

Specification Number:

13-250062

Contract Administrator:

Sinnema, Mr. Ethan Cedric / 773-553-3295

# VENDOR:

1) Vendor # 11912 AT AND T, CORP. ONE ATAND T WAY BEDMINSTER, NJ 07921-0752 Keneese McNamer 312 364-2982

#### **USER INFORMATION:**

Project Manager: 12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603

Zalewski, Miss Kathryn Lucille

773-553-3060

#### TERM:

The term of this agreement shall commerce on July 1, 2014 and shall end June 30, 2017. This agreement shall have two (2) options to renew for periods of one (1) year each.

#### **EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

## **DESCRIPTION OF PURCHASE:**

AT&T, Corp. will provide voice circuits, data circuits, managed internet access services, long distance services, teleconferencing services, current and emerging technologies as well as associated technical and support services. Voice and data circuits are used for basic communications, as well as Internet access for schools and administrative offices. Additional value-added services are also included, such as scalable Internet bandwidth, long distance, teleconferencing and emerging technologies such as new transport opportunities and dark fiber utilization. Scalable bandwidth allows increases during peak testing windows and decreases over the summer months.

#### **OUTCOMES**

This purchase will provide the Board with continuous and enhanced voice and data circuits, services, features, applications, transport technologies, scalable Internet access and support services through the end of the fiscal year 2017.

#### **COMPENSATION:**

The total amount of the contract shall not exceed \$69,000,000.00. but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$10,500,000.00. The Board is authorized to pay approved invoices up to the not-to-exceed amount and will utilize the Billed Entity Applicant. Reimbursement (BEAR) process to recover any costs that may be eligible for Federal subsidies under the E-Rate Program.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement and amendment. Authorize the President and Secretary to execute the agreement and amendment. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this agreement.

#### **AFFIRMATIVE ACTION:**

This agreement is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this agreement include: 25% total MBE and 5% total WBE participation.

AT and T, Corp. has identified the following:

Total MBE - 25% Computer Resources Solutions One Pierce Place, Suite 325-West Itasca, Illinois 60143

Contact: Debbie Dreyer

Total WBE - 5%

Archon Construction Co., Inc. 536 South Route 53 Addison, Illinois 60101 Contact: Leta Loizzo

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Various Operating Budget Funds
Information and Technology Services, Unit #12510
\$3,500,000.00
\$23,000,000.00
- FY 2015
\$3,500,000.00
\$23,000,000.00
- FY 2016
\$3,500,000.00
\$23,000,000.00
- FY 2017
Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Vice President Ruiz abstained on Board Report 14-0528-PR16.

Board Member Quazzo abstained on Board Report 14-0528-PR16.

# 14-0528-PR17

# AUTHORIZE FIRST RENEWAL AGREEMENT WITH SENTINEL TECHNOLOGIES, INC. FOR ENTERPRISE SERVER AND NETWORK MAINTENANCE SUPPORT SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize first renewal agreement with Sentinel Technologies, Inc. (Sentinel) to provide centralized enterprise server and network support services to the Board's Information and Technology Services department at a total cost for the option period not to exceed \$424,000.00. The original authorizing Board Report authorized two agreements with Sentinel, one for services eligible for the E-Rate discount (Contract #1) and the other for services ineligible for the E-Rate discount (Contract #2). E-Rate funding is no longer available for the eligible services therefore only Contract #2 is being renewed. A written agreement exercising this option is currently being negotiated. No payment shall be made to Sentinel Technologies, Inc. during the option period prior to execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number:

10-250060

Contract Administrator:

Sinnema, Mr. Ethan Cedric / 773-553-3295

#### **VENDOR:**

1) Vendor # 21472 SENTINEL TECHNOLOGIES,INC. 2550 WARRENVILLE ROAD DOWNERS GROVE, IL 60515 Brian Osborne 630 769-4325

#### **USER INFORMATION:**

Project

Manager:

12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603

Vashi, Mr. Sandip N

773-553-3624

# **ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report #11-0126-PR9) in the aggregate amount of \$3,513,417.19, of which the Board's total aggregate cost was \$2,079,959.15, were for a term commencing July 1, 2011 and ending June 30, 2014, with the Board having two (2) options to renew for a one (1) year term each. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of the agreement for services ineligible for the E-Rate discount (Contract #2) is being renewed for one (1) year commencing July 1, 2014 and ending June 30, 2015.

#### **OPTION PERIODS REMAINING:**

There is one (1) option period remaining for one (1) year.

#### **SCOPE OF SERVICES:**

Sentinel will continue to provide break/fix services on servers no longer covered by manufacturer warranties. In addition, Sentinel will provide an application engineer to support the CPS.EDU and OCS SharePoint sites.

#### DELIVERABLES:

Vendor will continue to provide to the Board's Information and Technology Services department break/fix coverage on servers no longer covered by manufacturer warranties. The types of servers included are school based HD Camera Solution servers and Distribution servers. The vendor shall also continue to provide for an application engineer to support for the CPS.EDU and OCS SharePoint sites.

#### **OUTCOMES:**

Vendor's services shall result in the Board having support for break/fix coverage for servers no longer covered by manufacturer warranties. In addition to the break/fix coverage, vendor shall provide for an application engineer to support the CPS.EDU and OCS SharePoint sites.

#### COMPENSATION:

Vendor shall be paid in accordance with the pricing in the agreement; total compensation during this option period shall not exceed the sum of \$424,000.00.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this option agreement.

#### **AFFIRMATIVE ACTION:**

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE requirements for this agreement include: 25% total MBE and 5% total WBE participation.

The Vendor has identified the following:

#### Total MBE - 25%

Smart Technologies, Inc. (AA) 156 North Jefferson, Suite 300 Chicago, Illinois 60661 Attn: Theresa Jamison

#### Total WBE - 5%

B2B Strategic Solutions 150 North Michigan Ave. Chicago, Illinois 60601 Attn: Donna Bryant

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Fund: 115
Information and Technology Services, 12510
\$424,000.00, FY 2015
Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

# 14-0528-PR18

# AMEND BOARD REPORT 12-1114-PR8 AMEND BOARD REPORT 12-1024-PR12

APPROVE ENTERING INTO AN AGREEMENT WITH VARIOUS VENDORS AND LEASING AGENTS FOR THE PURCHASE AND LEASE OF DESKTOP AND LAPTOP COMPUTERS, AND ASSOCIATED SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with Apple Computer, Inc, Dell Marketing L.P., and Dell Financial Services - Leasing for the purchase and lease of desktop and laptop computers, and associated services for all schools, including charter schools, network offices, and departments, at an aggregate cost not to exceed \$65,000,000.00 \$110,250,000.00. These agreements are subject to the Board's Strategic Sourcing Policy. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. The RFP was done through a joint procurement with the Board, City of Chicago, and Cook County, using specification number 105081. No goods may be ordered or received and no payment shall be made to any Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this amended Board Report. Information pertinent to these agreements is stated below.

The November 2012 amendment is necessary to i) add Apple Computer, Inc. as a vendor and ii) to revise the term section.

This May 2014 amendment is necessary to increase the authorized amount by \$25,250,000.00. No amendments to the agreements are required.

Contract Administrator:

Sinnema, Mr. Ethan Cedric / 773-553-3295

#### **VENDOR:**

1) Vendor # 44646 DELL MARKETING L.P. 1 DELL WAY, MAIL STOP 8707 ROUND ROCK, TX 78682 Michael Ager 888 977-3355

Vendor # 14600
 DELL FINANCIAL SERVICES - LEASING
 12234 N .IH35 BLDG. B
 AUSTIN, TX 78753
 Brad Webster
 800 455-3355

3) Vendor # 23266 APPLE COMPUTER INC 1 INFINITE LOOP CUPERTINO, CA 95014 Madaliene Schalet 312 939-8969

#### **USER INFORMATION:**

Contact:

12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603 Foster, Mr. Belvie J 773-553-1347

#### TERM

The term of each agreement shall be three (3) years with two (2) renewable options of two (2) years each, with the initial term commencing on November 1, 2012 or date of execution, whichever is later, and ending on October 31, 2015.

## **EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate each agreement with 30 days written notice.

#### **DESCRIPTION OF PURCHASE:**

These agreements will allow all schools, charter schools, network offices, and departments to purchase and lease desktop and laptop computers and associated services. Vendors will provide desktop and laptop computers and associated installation, configuration, extended warranty and maintenance services.

#### **OUTCOMES:**

These agreements will result in the supply of desktop and laptop computers and associated installation, configuration, extended warranty, and maintenance services for all departments and schools. By leveraging this joint partnership with the City of Chicago and Cook County, significant price discounts are available compared to previous contracts. Absence of the agreements will result in higher pricing, an unmanageable technology footprint and a higher overall TCO.

#### **COMPENSATION:**

Vendors shall be compensated as specified in their respective agreements; total compensation to be paid to all vendors during the original term shall not exceed \$85,000,000.00 \$110,250,000.00 in the aggregate.

#### AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements, including any indemnities by the Board. Authorize the President and Secretary to execute the agreements. Authorize the Chief Procurement Officer to execute all ancillary documents required to administer or effectuate the agreements.

#### **AFFIRMATIVE ACTION:**

This Joint IT Hardware agreement is in compliance with the requirements of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this Joint RFP were set by the participating Sister Agencies and will be enforced on the Chicago Public School contract by CPS' Office of Business Diversity.

The Vendors have identified the following participation:

#### MBE

Wynndalco Enterprises, LLC 55 West Wacker Drive, 9th Floor Chicago, Illinois 60601 Contact: Samantha Gregory

Solai & Cameron, Inc. 2335 N. Southport Ave. Chicago, Illinois 60601 Contact: Maller R. Solai

Level-1 Global Solutions, LLC 22 West Washington Street, 15th Floor Chicago, Illinois 60602 Contact: Thomas D. McElroy

Fusion Technology Solutions Group, LLC 233 S. Wacker Drive, 84th Floor Chicago, Illinois 60606 Contact: Eli Reynoso

KBS Computer Services, Inc. (Subcontractor to Apple) 15537 South 70th Court Orland Park, Illinois 60462 Contact: Anthony Kitchens

#### **WBE**

ConnectED Consulting Services LLC (Subcontractor to Wynndalco and Solai & Cameron) 708 S. Racine Averue, Unit B Chicago, Illinois 60607 Contact: Elaine Williams

Advotek, Inc. (Subcontractor to Apple) 148 Ogden Avenue Downers Grove, Illinois 60515 Contact: Diana Conley

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

# FINANCIAL:

Charge to various schools and departments. Fiscal years 2012-2018
Budget Classification:
53405 - Supplies
55005 - Equipment
56105 - Services/Repair Contracts
54105 - Contractual Services
Fund Classification: Various funds
All schools and departments
\$110.250.000, FY12 - FY16
Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

# **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Vice President Ruiz abstained on Board Report 14-0528-PR18.

Board Member Quazzo abstained on Board Report 14-0528-PR18.

#### 14-0528-PR19

# AMEND BOARD REPORT 13-1218-PR13 AUTHORIZE NEW AGREEMENT WITH ORACLE AMERICA, INC FOR THE PURCHASE OF A HUMAN CAPITAL MANAGEMENT SYSTEM AND HOSTING SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Oracle America, Inc. for the purchase of a Human Capital Management System and Hosting Services for the Department of Information and Technology Services at a total cost not to exceed \$7,500,000.00. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for this purchase is currently being negotiated. No goods may be ordered or received and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This May 2014 amendment is necessary to authorize the Board to include indemnities.

Specification Number:

13-250064

Contract Administrator:

Sinnema, Mr. Ethan Cedric / 773-553-3295

#### VENDOR:

Vendor # 89823
 ORACLE AMERICA,INC
 500 ORACLE PARKWAY
 REDWOOD SHORES, CA 94065
 Sidney Saxon
 650 506-7000

# **USER INFORMATION:**

Contact:

12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603 Dibartolo, Mr. Phillip Brian

773-553-2641

#### TERM:

The term of this agreement shall commence on the date the agreement is signed and shall end June 30, 2019 with no options to renew. The RFP had an original term of three (3) years with two option periods of one (1) year each. The term of this agreement will incorporate both renewal option periods and add an additional six (6) months to align to the Board's fiscal year.

#### **EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

#### **DESCRIPTION OF PURCHASE:**

The contract with Oracle America Inc. includes an upgrade of the current PeopleSoft Human Capital Management system (from v8.9 to v9.2), supporting HR, Payroll, Benefits, Learning Management and other critical organizational functions. It also includes the provision of a fully outsourced and managed server infrastructure to replace the existing outsourced provider.

#### OUTCOMES

The Oracle hosting and services model will allow CPS to avoid ongoing, expensive upgrades as updates to the system are applied by the vendor via a pre-determined release schedule. The enterprise learning management (ELM) functionality in the upgraded PeopleSoft version is an improvement over the existing CPS University framework and will allow Professional Learning to begin to capture many of the metrics required to measure the efficacy of staff training models.

#### COMPENSATION:

Vendor shall be paid as specified in the agreement; total not to exceed the sum of \$7,500,000.00.

#### REIMBURSABLE EXPENSES: None.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions, including any indemnities to be provided to Vendor, in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this agreement.

#### **AFFIRMATIVE ACTION:**

This agreement is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this agreement include: 25% total MBE and 5% total WBE participation.

Oracle America, Inc. has identified the following:

Total MBE - 25%

Bourntec Inc.

1701 E. Woodfield Road, Ste. #636

Schaumburg, Illinois 60173

Contact: Srujana Gudur

Senryo Technologies

4343 Commerce Ct, Ste. 610

Lisle, Illinois 60532

Contact: Dinkar Karumuri

#### Total WBE - 5%

Advantech Solutions

2340 S. Arlington Heights Rd.

Arlington Heights, Illinois 60005

Contact: Annika Adveney

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Various Capital and Operating Funds Information and Technology Services, Unit 12510 \$7,500,000.00 - FY's 2014 - 2019

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

# Vice President Ruiz abstained on Board Report 14-0528-PR19.

# 14-0528-PR20

AUTHORIZE FIRST RENEWAL AGREEMENTS WITH CDW GOVERNMENT, LLC, OFFICE DEPOT, AND TROXELL COMMUNICATIONS, INC. FOR THE PURCHASE OF AUDIO VISUAL EQUIPMENT

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize first renewal agreements with CDW Government, LLC, Office Depot, and Troxell Communications, Inc. to provide Audio Visual Equipment for all schools, departments, and network offices at a total cost for the option period not to exceed \$2,000,000.00. Written agreements exercising

the option are currently being negotiated. No payment shall be made to any Vendor during the option period prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number:

13-250000

Contract Administrator:

Sinnema, Mr. Ethan Cedric / 773-553-3295

#### **VENDOR:**

Vendor # 63673 CDW GOVERNMENT, LLC 300 NORTH MILWAUKEE AVE. VERNON HILLS, IL 60061 Brad Huffman 877 489-8641

Category #4: Portable Audio Systems And Echo Canceling Speaker Mics

2) Vendor # 14360 OFFICE DEPOT 515 KEHOE BLVD. CAROL STREAM, IL 60188 Bob Peluso 800 651-4624

Category #2: Lcd-Led Monitors/Displays And Installation Services

3) Vendor # 22041 TROXELL COMMUNICATIONS, INC. 4830 S 38TH STREET PHOENIX, AZ 85040 Patricia Murkowski 800 578-8858

> Category #1 And #3: Document Cameras, Digital Cameras, Web Cameras, And Video Cameras, Dvd Players And Blu-Ray Players

## **USER INFORMATION:**

#### Contact:

12210 - Procurement and Contracts Office

125 South Clark Street 10th Floor

Chicago, IL 60603

Sinnema, Mr. Ethan Cedric

773-553-3295

#### **ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report #13-0724-PR15) in the amount of \$2,000,000.00 are for a term commencing August 1, 2013 and ending July 31, 2014, with the Board having two (2) options to renew for one (1) year terms. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of each agreement is being renewed for eleven (11) months, commencing August 1, 2014 and ending June 30, 2015. The eleven (11) month term will align this agreement to the fiscal year.

# **OPTION PERIODS REMAINING:**

There is one (1) option period for one (1) year remaining.

#### SCOPE OF SERVICES:

Vendors will continue to provide various audio visual equipment, including, but not limited to, document cameras, digital cameras, web cameras, video cameras, LCD-LED monitors/displays, dvd players, blu-ray players, portable audio systems, and echo canceling speaker mics. Schools, network offices, and central office departments may purchase equipment at their option via requisitions to Procurement, who will then assign a purchase order to the vendors. The categories awarded to each vendor is identified above. Other audio visual equipment that is not listed above and considered "non-core" may be provided at a discount percentage from the retail catalog price, as specified in the bid responses.

#### **DELIVERABLES:**

Vendor will continue to provide audio visual equipment for all schools, departments and network offices.

#### **OUTCOMES**

These purchases will provide the Board with audio visual equipment at low pricing under strategic sourcing contracts.

#### COMPENSATION:

Vendors shall be paid in accordance with the unit prices contained in their respective agreement; total for this option period not to exceed the sum of \$2,000,000.00 in aggregate for all vendors.

#### ALITHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize the Chief Procurement Officer to execute all ancillary documents required to administer or effectuate this option agreement.

#### **AFFIRMATIVE ACTION:**

The MBE/WBE goals for this agreement are 15% total MBE and 5% total WBE. Thus, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, contracts for subsequent vendors from the pool created by this agreement will be subjected to aggregated compliance reviews and monitored on a monthly basis.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Various Funds \$2,000,000.00 Fiscal Year: 2015-2016

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Vice President Ruiz abstained on Board Report 14-0528-PR20.

# 14-0528-PR21

AUTHORIZE FIRST RENEWAL AGREEMENTS WITH CDW GOVERNMENT, LLC AND SADA SYSTEMS, INC FOR THE PURCHASE OF CHROMEBOOK COMPUTING DEVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize first renewal agreements with CDW Government, LLC and SADA Systems, Inc. for the purchase of chromebook computing devices and associated services for all schools, including charter schools, network offices, and departments, at a total cost for the option period not to exceed \$9,000,000.00. Written agreements exercising this option are currently being negotiated. No payment shall be made to any Vendor during the option period prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number: 13-250026

Contract Administrator: Sinnema, Mr. Ethan Cedric / 773-553-3295

#### VENDOR:

- 1) Vendor # 63673 CDW GOVERNMENT, LLC 300 NORTH MILWAUKEE AVE. VERNON HILLS, IL 60061 Brad Huffman 877 489-8641
- 2) Vendor # 96865 SADA SYSTEMS, INC 5250 LANKERSHIM BLVD. STE 620 NORTH HOLLYWOOD, CA 91601 Joe Kosco 818 942-1094

#### **USER INFORMATION:**

Project

Manager:

12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603

Foster, Mr. Belvie J

773-553-1347

#### **ORIGINAL AGREEMENT:**

The original agreements (authorized by Board Report #13-0724-PR13) in the amount of \$9,000,000.00 are for a term commencing upon execution and ending July 31, 2014, with the Board having five (5) options to renew for one (1) year terms. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

#### OPTION PERIOD

The term of each agreement is being renewed for eleven (11) months, commencing August 1, 2014 and ending June 30, 2015. The eleven (11) month term will align this agreement to the fiscal year.

#### **OPTION PERIODS REMAINING:**

There are four (4) option periods remaining for one (1) year each.

#### SCOPE OF SERVICES:

Vendors will continue to provide chromebook computers with associated installation, asset tagging, auto enrollment, warranty, and user license services. Unit Price: \$260-\$350 per unit.

#### **DELIVERABLES:**

Vendors will continue to provide chromebook computing devices and associated services.

#### **OUTCOMES:**

These agreements will allow all schools, charter schools, network offices, and central office departments to purchase chromebook computers and associated services, including installation, configuration, extended warranty, professional development, and maintenance services. The agreements will provide an affordable low cost alternative for schools to acquire compliant devices suitable for testing.

#### COMPENSATION

Vendors shall be paid during this option period in accordance with the unit prices contained in their respective agreement; total not to exceed the sum of \$9,000,000.00 in aggregate for all vendors.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize the Chief Procurement Officer to execute all ancillary documents required to administer or effectuate the option agreements.

#### **AFFIRMATIVE ACTION:**

The MWE/WBE goals for this agreement are 15% total MBE and 5% total WBE. Thus, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, contracts for subsequent vendors from the pool created by this agreement will be subjected to aggregated compliance reviews and monitored on a monthly basis.

#### **LSC REVIEW:**

Local School Council approval is not applicable to this report.

# FINANCIAL:

Various Funds

All schools, network offices and departments

\$9,000,000.00, FY: 2015-2016

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

# Vice President Ruiz abstained on Board Report 14-0528-PR21.

#### 14-0528-PR22

# AUTHORIZE THIRD RENEWAL AGREEMENTS WITH FOUR VENDORS FOR THE PURCHASE AND/OR LEASE OF NETWORK SERVERS

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the third renewal agreements with four vendors for the purchase and/or lease of network servers for use by all schools, networks, and central office departments at an aggregate cost for the option period not to exceed \$9,273,000.00. Written agreements exercising this option are currently being negotiated. No payment shall be made to any vendor during the option period prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each vendor in the event their renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number:

10-250057

Contract Administrator:

Sinnema, Mr. Ethan Cedric / 773-553-3295

#### **USER INFORMATION:**

**Project** 

Manager:

12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603

Vashi, Mr. Sandip N

773-553-3624

#### ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report #11-0223-PR4 as amended by Board Report 11-1214-PR7) in the amount of \$4,650,000.00 were for a term commencing upon execution and ending June 30, 2012, with the Board having four options to renew for one year terms. The agreements were renewed with the first option (authorized by Board Report #12-0627-PR26) for a term commencing July 1, 2012 and ending June 30, 2013. The agreements were renewed with the second option (authorized by Board Report #13-0522-PR9) for a term commencing July 1, 2013 and ending June 30, 2014. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of each agreement is being renewed for one (1) year commencing July 1, 2014 and ending June 30, 2015.

#### **OPTION PERIODS REMAINING:**

There is one (1) option period remaining for a one (1) year term.

#### **SCOPE OF SERVICES:**

Vendors will continue to provide Dell, Cisco, and Hitachi servers and associated installation, configurations, extended warranty and maintenance service. Schools, network offices, and central office

departments shall purchase equipment at their option via requisition to the Department of Procurement, abiding by current procurement processes. School purchases shall be consistent with school improvement plans (S.I.P). School-based purchases that exceed \$25,000 must be approved by the corresponding Network Chief. In the Central Office, purchases over \$25,000.00 must be approved by the Chief of the appropriate department and the Chief Information Officer.

#### **DELIVERABLES:**

Vendors will continue to provide the following deliverables meeting the Board's specified requirements under the agreements; reporting (all reports accessible online, in a downloaded form and hard copy); equipment management asset and order tracking; service level agreements (SLA) and implementation of agreed upon SLA's; installation and configuration of equipment; incident management and onsite maintenance services for all designated equipment.

#### **OUTCOMES:**

These agreements will result in the ability to purchase and/or lease network servers and associated accessories for existing and new applications.

#### COMPENSATION:

Each vendor shall be paid in accordance with the unit prices contained in their agreement; total for the option period not to exceed the sum of \$9,273,000.00 in the aggregate for all vendors.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize the Chief Information and Chief Procurement Officers to execute all ancillary documents required to administer or effectuate this option agreement.

#### **AFFIRMATIVE ACTION:**

The M/WBE goals for this agreement include 10% total MBE and 5% total WBE participation. However, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the aggregated method for M/WBE compliance will be utilized. Thus, orders for subsequent vendors from the pool created by this agreement will be subjected to aggregated compliance reviews and monitored on a quarterly basis.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Fund: 115 and 230

All departments and schools

\$9,273,000.00 Fiscal Year: 2015

Future year funding is contingent upon budget appropriation and approval.

# CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

1)

Vendor # 44646

DELL MARKETING L.P.

1 DELL WAY, MAIL STOP 8707

ROUND ROCK, TX 78682

Angeia Woods

888 977-3355

2)

Vendor # 14600

**DELL FINANCIAL SERVICES - LEASING** 

12234 N .IH35 BLDG. B

**AUSTIN, TX 78753** 

**Brad Webster** 

800 455-3355

3)

Vendor # 21472

SENTINEL TECHNOLOGIES, INC.

2550 WARRENVILLE ROAD

DOWNERS GROVE, IL 60515

Brian Osborne

630 769-4325

4)

Vendor # 52926

VION CORPORATION

196 VAN BUREN STREET, STE 300

HERNDON, VA 20170

Robert Bryan

571 353-6000

Vice President Ruiz abstained on Board Report 14-0528-PR22.

Board Member Quazzo abstained on Board Report 14-0528-PR22.

# 14-0528-PR23

AUTHORIZE FINAL RENEWAL AGREEMENTS WITH HALLAGAN BUSINESS MACHINES, RICOH USA, INC AND XEROX BUSINESS SERVICES FOR THE PURCHASE AND LEASE OF OUTPUT DEVICE EQUIPMENT AND RELATED SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize final renewal agreements with Hallagan Business Machines, Ricoh USA, Inc and Xerox Business Services to provide for the Sale and Lease of Output Device Equipment and Related Services to CPS schools, charter schools, network offices, and departments at a total cost for the option period not to exceed \$2,250,000.00. Written documents exercising this option are currently being negotiated. No payment shall be made to any vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number:

10-250002

Contract Administrator:

Sinnema, Mr. Ethan Cedric / 773-553-3295

#### VENDOR:

1) Vendor # 19766 HALLAGAN BUSINESS MACHINES 6850 W NORTH AVENUE CHICAGO, IL 60707 Joan Hallagan 773 637-0626 2) Vendor # 21832 RICOH USA, INC P.O. BOX 802815 CHICAGO, IL 60606 Michael Crawford 800 807-1012 X 2774

(Fdba Ikon Office Solutions)

3) Vendor # 45273 XEROX BUSINESS SERVICES 123 N. WACKER DR., STE 1000 CHICAGO, IL 60606 Darryl Denham 847 517-2006

#### **USER INFORMATION:**

Contact:

12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603 Foster, Mr. Belvie J 773-553-1347

#### **ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report #10-0728-PR6 and amended by Board Report #11-0622-PR2) in the amount of \$5,000,000.00 were for a term commencing August 1, 2010 and ending July 31, 2011, with the Board having one (1) option to renew for a one (1) year term. Under amended Board Report #11-0622-PR2, the number of options was increased from one (1) to four (4). The first renewal option (authorized by Board Report #11-0727-PR3) in the amount of \$5,000,000.00 was for a term commencing August 1, 2011 and ending July 31, 2012. The second renewal option (authorized by Board Report #12-0627-PR36) in the amount of \$2,250,000.00 was for a term commencing August 1, 2012 and ending July 31, 2013. The third renewal option (authorized by Board Report #13-0626-PR30) in the amount of \$2,250,000.00 was for a term commencing August 1, 2013 and ending July 31, 2014. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of each agreement is being renewed for eleven (11) months, commencing August 1, 2014 and ending June 30, 2015. The eleven (11) month term will align this agreement to the fiscal year.

# **OPTION PERIODS REMAINING:**

There are no option periods remaining.

#### **SCOPE OF SERVICES:**

Vendors will continue to provide Output Device Equipment, which includes copiers, printers, MFP's/MFD's, scanners, digital duplicators, and faxes for purchase or lease by the Board for use by all network offices, remote central office locations, central office departments, and schools. Vendors will also provide maintenance for all equipment and inventory and support services.

#### **DELIVERABLES:**

Vendors will continue to provide the following equipment and services: copiers, printers, MFP's/MFD's, scanners, digital duplicators, faxes, maintenance and support services, and a Managed Print Service strategy.

#### OUTCOMES:

Vendor's services will result in the following outcomes:

- -The acquisition of new and more robust output device technology
- -The implementation of a Managed Print Services (MPS) strategy throughout the district
- -The implementation of a robust asset inventory process and solution
- -Enhanced support and maintenance services for all output devices

#### **COMPENSATION:**

Vendors shall be paid during this option period as follows: total not to exceed the sum of \$2,250,000.00 in the aggregate for all vendors.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize the Chief Procurement Officer to execute all ancillary documents required to administer or effectuate the option agreements.

#### **AFFIRMATIVE ACTION:**

Pursuant to Section 6.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Per Contract and Category Goals method for M/WBE participation will be utilized. Aggregated compliance of the vendors in the pool will be reported on a monthly basis. The M/WBE participation goals for the contract include 15% total MBE and 10% total WBE participation.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Various Funds \$2,250,000

Fiscal Years: 2015-2016

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

# Vice President Ruiz abstained on Board Report 14-0528-PR23.

#### 14-0528-PR24

# AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH KRONOS INCORPORATED FOR SOFTWARE AND HARDWARE MAINTENANCE

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the extension of the agreement with Kronos incorporated ("Kronos" or "Vendor") for the purchase of software and hardware maintenance for the district-wide time-keeping Kronos clocks at a total cost for the extension period not to exceed \$315,501.15. A written extension agreement is currently being negotiated. No payment shall be made to Vendor during the extension period prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

Contract Administrator :

Sinnema, Mr. Ethan Cedric / 773-553-3295

## VENDOR:

1) Vendor # 31925 KRONOS INCORPORATED 297 BILLERICA RD. CHELMSFORD, MA 01824 Dionne Williams 847 969-1300

#### **USER INFORMATION:**

Project

Manager:

12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603

Swanton, Mr. Craig E

773-553-3304

#### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report #09-1216-PR13) in the amount of \$546,123.60 was for a term commencing January 1, 2010 and ending June 30, 2011, with the Board having two (2) options to renew for one (1) year terms. The agreement was renewed (authorized by Board Report 11-0427-PR21) for a term commencing July 1, 2011 and ending June 30, 2012. The agreement was renewed a second time (authorized by Board Report 12-0627-PR29) for a term commencing July 1, 2012 and ending June 30, 2013. This agreement was extended (authorized by Board Report #13-0626-PR32) for a term commencing July 1, 2013 and ending June 30, 2014. The original agreement was awarded on a non-competitive basis because the hardware is proprietary to Kronos and has previously been implemented throughout the district.

#### **OPTION PERIOD:**

The term of this agreement is being extended for one (1) year commencing July 1, 2014 and ending June 30, 2015.

#### **OPTION PERIODS REMAINING:**

There are no option periods remaining.

#### SCOPE OF SERVICES:

Kronos will continue to provide critical maintenance on the WorkForce Timekeeper system and depot repair maintenance on the smart converter and keypad system. Kronos will continue to provide software support to ensure the operating systems function properly, and will provide quarterly optimizations and necessary process documentations. This maintenance consists of program corrections and enhancements that Kronos may develop during this extension term as long as the Board's maintenance fee is current.

#### **DELIVERABLES:**

Kronos will continue to provide critical maintenance on the WorkForce TimeKeeper system and depot repair maintenance on the smart converter and keypad system. Kronos will continue to provide software support to ensure the operating system function properly, and will provide quarterly optimizations and necessary process documentations. This maintenance consists of program corrections and enhancements that Kronos may develop during this extension term as long as the Board's maintenance fee is current.

#### **OUTCOMES:**

Kronos' services will result in the WorkForce TimeKeeper systems being maintained properly and functioning properly. Services will also result in ITS and Payroll Services having the necessary hardware and software support to ensure the proper functioning of the operating system.

#### COMPENSATION:

Kronos shall be paid in two equal installments of \$157,750.57 each; the total cost for this extension period shall not exceed \$315,501.15.

# **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written extension document. Authorize the President and Secretary to execute the extension document. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this extension agreement.

#### **AFFIRMATIVE ACTION:**

The M/WBE requirements for this agreement include 35% total MBE and 5% total WBE. However, the Waiver Review Committee recommends that a full waiver of the M/WBE participation goals for this agreement, as required by the Remedial Program and granted because the contract scope is not further divisible.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

## FINANCIAL:

Fund: 115

Information & Technology Services, 12510

FY15: \$315,501.15

Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

# Vice President Ruiz abstained on Board Report 14-0528-PR24.

#### 14-0528-PR25

# AUTHORIZE A NEW AGREEMENT WITH GARTNER, INC. FOR INFORMATION TECHNOLOGY RESEARCH AND CONSULTING SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Gartner, Inc. ("Vendor") to provide consulting services to the Department of Information and Technology Services at a total cost not to exceed \$247,100.00. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Contract Administrator :

Sinnema, Mr. Ethan Cedric / 773-553-3295

CPOR Number:

14-0401-CPOR-1617

#### VENDOR:

1) Vendor # 20861 GARTNER, INC. 56 TOP GALLANT RD. STAMFORD, CT 06902 Bob Cutter 815 462-4286

#### **USER INFORMATION:**

Project

Manager: 12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603

Mcphearson, Mr. Anthony Lavelle

773-553-1346

#### TERM:

The term of this agreement shall commence on July 1, 2014 and shall end June 30, 2016. This agreement shall have no options to renew.

# **EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

#### **SCOPE OF SERVICES:**

Gartner will continue to provide access to proprietary information and to its experts for Information Technology (IT) subjects. Subject coverage includes software applications, information/data management, business process improvement, enterprise architecture, IT infrastructure and operations, project management, security, vendor relationships, networking, cloud computing, mobile devices, and IT asset management. Gartner has specialized knowledge in these subjects by long experience in the area of IT and by employing expert analysts who systematically investigate new technology and products, validate vendor claims, and research use by other organizations. Gartner is independent of hardware and software vendors and provides an impartial perspective and actionable recommendations.

#### **DELIVERABLES:**

Vendor will provide access to proprietary information and experts as follows: One (1) subscription to the Gartner For Leaders CIO service, which includes unlimited access to the proprietary research database, scheduled discussion with Gartner experts, 12 Executive Research Reports, 12 teleconferences, one (1) ticket for Symposium/ITexpo, and other named services. The subscription includes access to a Gartner Executive Partner who can customize the research to CPS's unique situation and will meet with the CPS CIO up to four times per year for Strategy planning, or provide a substitute session such as a 1/2 day workshop. One subscription to the Gartner for Leaders Workgroup Essentials service, which includes restricted access to the proprietary research database, scheduled discussion with Gartner experts, and

one (1) ticket for a Gartner event. This service has one member named as the Leader who has full access to the database and experts. Other add-on members of the Workgroup my download 20 reports a year, and schedule expert discussions through the Leader. Up to six (6) add-on members are included.

#### OUTCOMES

Gartner's services will result in improved decision-making for the CPS technology investments, and for the operation of the Information and Technology Services department.

#### **COMPENSATION:**

Gartner shall be paid as follows: total compensation during the two (2) year period shall not exceed \$247,100.00.

#### **REIMBURSABLE EXPENSES:**

None.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this agreement.

#### **AFFIRMATIVE ACTION:**

The M/WBE goals for this agreement include 25% MBE and 5% WBE participation. However, the Office of Business Diversity recommends a full waiver of the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted due to the scope of services being not further divisible.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Fund: 115

Information and Technology Services, 12510

\$247,100, FY: 2015-2016

Future year funding contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

# Vice President Ruiz abstained on Board Report 14-0528-PR25.

#### 14-0528-PR26

# **AMEND BOARD REPORT 13-0626-PR41**

APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH VARIOUS VENDORS TO PROVIDE SAFE PASSAGE SERVICES FOR DESIGNATED NEIGHBORHOODS

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreements with various vendors to provide Safe Passage services in designated neighborhoods for the Office of School Safety and Security at a total cost for the option period not to exceed \$8,305,000.00 \$8,466,293.00 in the aggregate. Written documents exercising the option are currently being negotiated. No payment shall be made to any vendor during the option period prior to execution of their written documents. The authority granted herein shall automatically rescind as to each vendor in the event their written document is not executed within 90 days of the date of this amended Board Report. Information pertinent to these agreements is stated below.

This May 2014 amendment is necessary to increase the Not to Exceed limit by \$161,293.00. Written amendments to the renewal agreements are required.

Specification Number: 12-250014

Contract Administrator: Mayfield, Mr. Charles Edward / 773-553-3207

#### **USER INFORMATION:**

Contact: 10610 - School Safety and Security Office

125 S Clark St - 1st Floor Chicago, IL 60603 Chou, Mrs. Jadine P. 773-553-3030

#### **ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report 12-0627-PR39) in the amount of \$8,205,000.00 are for a term commencing upon the date of execution and ending July 31, 2013, with the Board having (2) options to renew for periods of 12 months each. Vendors were selected on a competitive basis pursuant to a request for proposal (Specification No: 12-250014).

#### **OPTION PERIOD:**

The term of each agreement is being extended for 1 year commencing August 1, 2013 and ending July 31, 2014.

#### **OPTION PERIODS REMAINING:**

There is 1 option period for 12 months remaining.

#### **SCOPE OF SERVICES:**

The Board has conducted a thorough assessment of the violence-related risks posed to CPS school students both inside and outside of the school. In response to data-based research and community discussions, the Board is executing a safety strategy designed to focus resources on two ultimate goals:1. Reduce the likelihood that high-risk Chicago Public Schools students will become victims of violent incidents; and, 2. Create a safe, secure, and supportive school environment to increase student attendance and improve academic performance. To achieve these goals, the Board has outlined the Safe Passage program to help ensure safety students travel. The Vendors will provide the following Safe Passage Services: I. Community Watchers: Vendors will deploy Safe Passage staff ("Community Watchers" or "Watchers") throughout Board-designated safety routes to supervise students traveling to and from school grounds. Such supervision will occur during school arrival and dismissal times or solely during dismissal times. Such supervision will vary depending on the individual school's arrival and dismissal times. II. Outreach Management Services: Vendors may be asked to provide outreach services for students with five (5) or more unexcused absences. Outreach services will include the administration of assessments to uncover the circumstances associated with students' absences and the communication of the results of such assessment to the appropriate entities. All Safe Passage Vendor staff must satisfy the CPS and statutory requirements for individuals who have access to students, which includes background checks.

### **DELIVERABLES:**

Community Watchers' duties will, at a minimum, consist of: 1) Reporting to daily assigned post(s) to assist students as they travel to and from bus stops and board necessary buses; 2) Monitoring designated "hot spots" for suspicious behavior and potential conflicts; 3) Collaborating with the CPD and CPS and instantly reporting any known or potential conflicts to the CPD and CPS; 4) Submitting a daily electronic incident report as well as a weekly electronic report that will include the number and description of incidents, responses to incidents, a list and description of troubled buildings, and an explanation of potential conflicts the Community Watchers suspect will occur in the near future; and 5) Wearing a uniform and/or having official identification that clearly identifies their status as Community Watchers.

#### **OUTCOMES:**

Vendor's services will result in 1) increased student attendance, 2) decreased violent incidents involving CPS students, and 3) increased student perception of safety traveling to and from school.

#### **COMPENSATION:**

Vendors shall be paid as specified in their respective agreement; total compensation for all vendors during this option period not to exceed the aggregate sum of \$8,305,000.00 \$8,466,293.00.

# **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option documents <u>and amendments</u>. Authorize the President and Secretary to execute the option documents <u>and amendments</u>. Authorize Chief Executive Officer and Chief Safety and Security Officer to execute all ancillary documents required to administer or effectuate the option agreements.

### **AFFIRMATIVE ACTION:**

The goals for this agreement are 30% total MBE and 7% total WBE participation. Thus, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, contracts for subsequent vendors from the pool created by this agreement will be subjected to aggregated compliance reviews and monitored on a quarterly basis.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Office of Safety and Security Parent Unit 10600FY14 - \$8,000,000.00 \$8,161,293.00 Source of Funds: Title I Federal Grant - Office of Pathways to College and CareerFY14 - \$55,000.00Source of Funds: U.S. Department of Education Grant (High School Graduation Initiative Grant) Strategy Management Unit: 15500FY14 - \$250,000Source of Funds: Title I Federal Grant

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

6)

7)

8)

9)

10)

1)
Vendor # 37537
ALLIANCE FOR COMMUNITY PEACE
509 W. ELM STREET
CHICAGO, IL 60610
Reverend Dr. Walter B. Johnson
312 943-8530

Vendor # 45510 ENLACE CHICAGO 2756 S. HARDING AVE CHICAGO, IL 60623 Michael Rodriguez 773 542-9233

2)

Vendor # 11359
CATHOLIC BISHOP OF CHICAGO-SAINT SABINA
1210 WEST 78TH
CHICAGO, IL 60620
Jocelyn Jones
773 483-4300

Vendor # 96888 LEAVE NO VETERAN BEHIND 19 SOUTH LASALLE, STE 500 CHICAGO, IL 60603 Eli H. Williamson 312 379-8652

3)

Vendor # 22146

BLACK UNITED FUND OF ILLINOIS

1809 E. 71ST STREET

CHICAGO, IL 60649

Henry English

773 324-0494

Vendor # 29032 NEW HOPE COMMUNITY SERVICE CENTER 2559 WEST 79TH STREET CHICAGO, IL 60652 Brenda golden 773 737-9555

Vendor # 39142
BRIGHTON PARK NEIGHBORHOOD
COUNCIL
4477 S. ARCHER AVE.
CHICAGO, IL 60632
Patrick Borosnan
773 523-7110

Vendor # 20228 WESTSIDE HEALTH AUTHORITY 5417 WEST DIVISION STREET CHICAGO, IL 60651 Jackie Reed 773 378-1878

5)
Vendor # 36635
CLARETIAN ASSOCIATES, INC
9108 S. BRANDON AVENUE
CHICAGO, IL 60617
Angela Hurlock
773 734-9181

Vendor # 68496 TARGET AREA DEVCORP 1542 WEST 79TH CHICAGO, IL 60620 Autry Phillips 773 651-6470

# AMEND BOARD REPORT 13-0828-PR8 APPROVE ENTERING INTO AN AGREEMENT WITH 72HR. LLC DBA CHEVROLET OF WATSONVILLE, NATIONAL AUTO FLEET GROUP FOR THE PURCHASE OF VEHICLES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with 72HR. LLC DBA Chevrolet of Watsonville, National Auto Fleet Group for the purchase of vehicles for Sports and Driver Administration at a total cost not to exceed \$1,750,000 \$2.063.200. Vendor was selected on a competitive basis pursuant to an Invitation for Bid issued by the National Joint Powers Alliance (NJPA). Subsequently, 72HR. LLC DBA Chevrolet of Watsonville, National Auto Fleet Group and NJPA entered into a Vendor Agreement (#102811-NAF). The Board desires to purchase these vehicles based upon that Vendor Agreement pursuant to Board Rule 7-2.7, which authorizes the Board to purchase non-biddable and biddable items through government purchasing cooperative contracts. A written agreement for this purchase is currently being negotiated. No vehicles may be ordered or received and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

NJPA RFP Number: 102811NJPA Contract Number: 102811-NAF

This May 2014 amended Board Report is necessary to increase the maximum amount of compensation from \$1.750.000.00 to \$2.063.200 to purchase vehicles to replace older vehicles for District-wide use and to change the unit from 10810-Office of Teaching and Learning to 11870-Student Transportation. This report is part of an overall, long-term, cost saving strategy for the Department of Transportation. A written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event the amendment is not executed within 90 days of the date of this amended Board Report.

Contract Administrator:

Hernandez, Miss Patricia / 773-553-2256

#### VENDOR:

1) Vendor # 96745
72HR. LLC DBA CHEVROLET OF
WATSONVILLE, NATIONAL AUTO FLEET
GROUP
490 AUTO CENTER DRIVE
WATSONVILLE, CA 95076
Jesse Cooper
951 440-0585

# USER INFORMATION:

Contact:

11870 - Student Transportation 125 South Clark Street 16th Floor

Chicago, IL 60603 Osland, Mr. Paul G 773-553-2960

Contact:

19737 - Sports Administration and Facilities Management - City

₩ide

501 W. 35th Street Chicago, IL 60616

Trotter, Mr. Thomas Comielius

773-535-4663

#### TERM:

The term of this agreement shall commence on the date the agreement is signed and shall end forty-eight (48) months thereafter. This agreement shall have no options to renew.

#### **EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

#### **DESCRIPTION OF PURCHASE:**

Goods: New 2014 Ford Focus P3E or comparable vehicles available in years 2-4 of initial term; Estimated number of vehicles to be purchased in the first year is 40. Thereafter, 20 vehicles will be purchased annually for the remainder of the term.

Vendor will provide various vehicles awarded under the master agreement with NJPA that meet the requirements of the Board.

#### OUTCOMES:

As a result of this purchase, the safety of our student participants will be enhanced. We will also benefit the program with a much needed upgrade to the fleet of vehicles used in the district's driver education program which serves approximately 20,000 CPS students annually.

#### COMPENSATION:

Vendor shall be paid in accordance with the unit prices contained in the agreement; total not to exceed the sum of \$1,750,000 \$2,063,200.

#### AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement and any ancillary documents required to administer or effectuate this purchase. Authorize the President and Secretary to execute the agreement <u>and amendment</u>. Authorize Chief Procurement Officer to execute all ancillary documents required to administer or effectuate this agreement and to negotiate lower pricing, rebates and incentives.

#### **AFFIRMATIVE ACTION:**

Pursuant to Section 5.2.4 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this agreement is exempt from MBE/WBE review as services herein classify as a unique transaction.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Fund 124, Unit 13737; 11870 Sports and Driver Education Student Transportation - City Wide

FY 14 \$700,000 \$1,063,200

FY 15 \$300,000

FY 16 \$350,000

FY 17 \$350,000

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 14-0528-PR28

# AMEND BOARD REPORT 14-0122-PR14 AUTHORIZE FIRST RENEWAL OF PRE-QUALIFICATION STATUS OF AND ENTERING INTO AGREEMENTS WITH ENTERPRISE FM TRUST AND RYDER TRUCK RENTAL, INC. TO PROVIDE LEASED VEHICLES

### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal of the pre-qualification status and agreements with Enterprise FM Trust ("Enterprise") and Ryder Truck Rental, Inc. ("Ryder") to provide lease vehicles at a cost not to exceed \$600,000 \$1.292,943 in the aggregate. Written renewal agreements are currently being negotiated. No services shall be provided by and no payment shall be made to any vendor prior to the execution of their written renewal agreement. The pre-qualification status approved herein for each vendor shall automatically rescind in the event such vendor fails to execute their renewal agreement within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This May 2014 amendment is to request approval to purchase 43 of the leased vehicles from our current providers: 27 vehicles from Ryder Truck Rental, Inc. and 16 vehicles from Enterprise FM Trust. CPS operates vehicles for a long period of time with limited miles, therefore purchasing the vehicles instead of continuing to lease will result in savings to the Board. This report is part of an overall, long-term, cost saving strategy for the Department of Transportation. Ryder Truck Rental, Inc. will continue to provide preventative maintenance and repairs for the 25 purchased medium duty trucks. Five vehicles will be returned to Ryder and those leases terminated. The agreement with Enterprise will be leased from Ryder going forward under their renewal agreement. Written amendments to the renewal agreements are required. The authority to execute the amendments shall automatically rescind in the event such amendments are not executed within 90 days of the date of this Board Report.

Specification Number:

10-250059

Contract Administrator:

Hernandez, Miss Patricia / 773-553-2280

#### VENDOR:

- 1) Vendor # 94765 ENTERPRISE FM TRUST 395 ROOSEVELT RD. GLEN ELLYN, IL 60137 Craig Lyman 630 534-7705
- Vendor # 37941
   RYDER TRUCK RENTAL, INC.
   1050 WEST PERSHING RD.
   CHICAGO, IL 60609
   Loren Ahlgren
   773 523-5555X320

#### **USER INFORMATION:**

Contact:

11870 - Student Transportation125 South Clark Street 16th Floor

Chicago, IL 60603 Osland, Mr. Paul G. 773-553-2960

**ORIGINAL AGREEMENT:** The original agreements (authorized by Board Report 11-0126-PR5) in the aggregate amount of \$2,400,000 are for a term commencing on March 1, 2011 and ending on February 28, 2014 with the Board having the right to extend the pre-qualification period and each master agreement for 2 additional twelve month periods. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The renewal term of this pre-qualification period is for 12 months, effective March 1, 2014 and ending February 28, 2015.

#### **OPTION PERIODS REMAINING:**

There is one (1) option period for twelve (12) months remaining.

## **SCOPE OF SERVICES:**

Vendors shall provide leased vehicles with the option to purchase and the maintenance and repairs for these vehicles to support various Board Departments and services, including food services; safety and security; warehouse and distribution services; and city-wide facility maintenance services. The categories of vehicles that may be leased include, but are not limited to, sedans, SUVs, vans and box trucks. Subsequent to May 28, 2014, Ryder shall only provide maintenance on the 25 purchased medium duty trucks; no vehicles shall be leased from Ryder after that date.

#### COMPENSATION:

The vendors shall be paid as specified in their respective agreements; the sum of payment to all pre-qualified vendors for the renewal term shall not exceed \$600,000 \$1,292,943 in the aggregate.

#### **USE OF POOL:**

The Department of Transportation is authorized to lease vehicles from the pre-qualified pool as follows: The Board will bid out the fleet vehicle(s) to be leased to the pre-qualified vendors. The vendors will respond with pricing and maintenance plans for the vehicle(s) and an award will be made based upon the submitted proposal.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written renewal agreements <u>and amendments</u>. Authorize the President and Secretary to execute the renewal agreements <u>and amendments</u>. Authorize Chief Operating Officer to execute all ancillary documents required to administer or effectuate the renewal agreements and the purchase of the used vehicles.

AFFIRMATIVE ACTION: Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this agreement is exempt from MBE/WBE Compliance Review. The MAWBE goals for this agreement are 35% total MBE and 5% total WBE participation. Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Per Contract method for MAWBE participation will be utilized. Thus, contracts for subsequent vendors from the pool created by this agreement will be subject to aggregated compliance reviews and monitored on a monthly basis.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Multiple Funds

Parent unit 11870 Student Transportation

FY 14 \$600,000 \$1,292,943

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

# Vice President Ruiz abstained on Board Report 14-0528-PR28.

#### 14-0528-PR29

# AMEND BOARD REPORT 10-1117-PR24 AUTHORIZE ENTERING INTO AN AGREEMENT WITH THE NEW TEACHER PROJECT FOR EDUCATIONAL SUPPORT SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize entering into an agreement with The New Teacher Project (TNTP) to provide educational support services and teacher alternative Certification initiative (TEACH Initiative) at a cost to the Board not to exceed \$2,775,776.00 \$2,797,776.00. TNTP was selected on a non-competitive basis because the Provider was the applicant for the Investing in Innovation (i3) grant awarded by the United States Department of Education, and has expertise and the ability to deliver effective recruitment, pre-service training, and provide certification coursework for Alternative Certification teachers. The Provider's grant application specifically addressed working with Chicago Public Schools if awarded the grant. The total value of the agreement and services to be received by the Board will be in an amount not to exceed \$7,573,158.00 \$7,595,158.00. The difference between the total contract amount and cost to the Board will be covered by i3 grant funds received by provider and participant tuition. A written agreement for Provider's services is currently being negotiated. No payment shall be made to Provider prior to the execution of written agreement. The authority granted herein shall authority rescind in the event a written agreement is not executed within 90 days of the date of this Board Report.

This May 2014 amended Board Report is necessary to increase the maximum compensation amount by \$22,000. No written amendment to the agreement is required.

#### VENDOR:

1) Vendor # 95555 NEW TEACHER PROJECT, THE 186 JORALEMON STREET., STE 300 BROOKLYN, NY 11201 Ariela Rozman, CEO 718-233-2800

#### **USER INFORMATION:**

Contact:

11010 - Talent Office 125 S Clark St - 2nd Floor Chicago, IL 60603 Winckler, Ms. Alicia

773-553-1070

#### TERM:

The term of this agreement shall commence on December 1, 2010 and shall end on September 30, 2015.

#### **EARLY TERMINATION RIGHT:**

Either party shall have the right to terminate the agreement on 60 days written notice.

#### **SCOPE OF SERVICES:**

For the Chicago Teachers Fellow Program, Provider will recruit and identify up to 150 provisionally-certified teachers for employment with Chicago Public Schools in high need subject areas for the 2011-2012, 2012-2013, 2013-14, 2014-2015, and 2015-2016 school years. Provider will develop and implement an intensive recruitment and pre-service training. TNTP will screen new teachers for potential and effectiveness at the end of pre-service training. In addition, Provider will establish the Illinois Practitioner Teacher Program, modeled on The New Teacher Projects' nationally recognized programs existing in several states, to certify up to 150 Chicago Teaching Fellows annually in high need subject areas. As part of a pilot project financed by the 2009 Transitions to Teaching Grant awarded to the Chicago Public Schools. TNTP will provide targeted coaching and mentoring services for the 2014-15 cohort of bilingual teaching Fellows. TNTP will not retain Fellows who have been denied certification by the program.

#### **DELIVERABLES:**

The New Teacher Project will deliver the following services for each academic year relating to Alternative Certification Programs: 1) manage the website for the Chicago Teaching Fellows Program which includes overseeing the online application processes, provide various reporting function application and ensuring accountability of submitted applications; 2) provide recruitment and applicant evaluation and selection for up to 150 Chicago Teaching Fellows in high need subject areas; 3) provide a pre-service teacher training institute and hiring assistance for participants; 4) provide an on-site management team to oversee recruitment efforts and teacher support efforts; 5) establish the Illinois Practitioner Teacher Program; 6) train Chicago Teaching Fellows using The New Teacher Projects Teaching for Student Achievement and Teaching for Results curriculum; 7) ensure only Fellows who can demonstrate effectiveness receive teacher certification; and 8) partner with the CPS Office of Human Capital to ensure that program is tailored to meet the needs of CPS; and 9) provide targeted coaching and mentoring services for the 2014-15 cohort of bilingual teaching Fellows.

#### **OUTCOMES:**

For the Chicago Teaching Fellows Program, Provider's services will result in the following: 1) An up-to-date Chicago Teaching Fellows website that provides accurate program information and application process; 2) An increased number of Fellows teaching in high need subject areas using TNTP's competency model; 3) Illinois State Board of Education approval to establish the Illinois Teacher Practitioner Program and provide teacher certification coursework to Chicago Teaching Fellows; and, 4) A Fellows program tailored to meet the needs of CPS.

## COMPENSATION:

Provider shall be paid upon invoicing after services have been satisfactorily performed; total cost to the Board not to exceed \$2.797.776.00 \$2,775,776.00. Invoices will be broken out by line for each expense billed and by high need subject area cohort. The average cost per Fellow (including certification) over the five year i3 grant period is \$4,270. CPS costs for the period will be funded from Title II. (See breakdown in financials section). The balance of the costs will be paid by Provider using i3 grant funds and participant tuition.

#### **REIMBURSABLE EXPENSES:**

None.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Human Capital Officer to execute all ancillary documents required to administer or effectuate this agreement.

#### **AFFIRMATIVE ACTION:**

Pursuant to section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions of the Program do not apply to those transactions where the vendor providing services operates as a Not-for-Profit organization.

# LSC REVIEW:

Local School Council approval is not applicable to this report.

# FINANCIAL:

Charge to the Office of Human Capital: \$2,797,776.00 \$2,775,776.00

FY11: \$223,970.00 FY12: \$227,028.00 FY13: \$438,753.00 FY14: \$838,810.00 FY15: \$1,047,215.00

# **Budget Classification FY11**

2007 TTT Grant 11010-353-54105-221312-582040-2011 \$98,836.00 2009 TTT Grant 11010-353-54125-221312-582041-2011 \$70,944.00 Title II Funds 11010-353-54125-221312-494033-2011 \$54,190.00

Budget Classification FY12: 2009 TTT Grant 11010-353-54125-221312-582041-2012 \$78,491.00 Title II Funds 11010-353-54125-221312-494033-2012 \$148,537.00

Budget Classification FY13: 2009 TTT Grant 11010-353-54125-221312-582041-2013 \$78,215.00 Title II Funds 11010-353-54125-221312-494033-2013 \$360,538.00

Budget Classification FY14: Title II Funds 11010-353-54125-221312-494033-2014 \$838,810.00

Budget Classification FY15
Title II Funds 11010-353-54125-221312-494033-2015 \$1,047,215.00

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

#### 14-0528-PR30

#### AUTHORIZE EXTENDING THE AGREEMENT WITH TEACH FOR AMERICA

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize extending the agreement with Teach for America (TFA) to provide teacher referral and support to up to 325 provisionally-certified first year teacher-interns to Chicago Public Schools and support up to 245 second year teacher-interns at a cost for the extension period not to exceed \$1,300,000.00 (for a total of 570 teachers). A written extension document is currently being negotiated. No payment shall be made to Teach for America during the extension period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

Contract Administrator:

Seanior, Miss Pamela Dorcas / 773-553-2280

#### VENDOR:

1) Vendor # 33384 TEACH FOR AMERICA, INC. 315 W. 36TH STREET, 6TH FLOOR NEW YORK, NY 10018 Josh Anderson 312 254-1000x19161

#### **USER INFORMATION:**

Contact:

11010 - Talent Office 125 S Clark St - 2nd Floor Chicago, IL 60603 Paul, Mr. Rohit 773-553-1070

#### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 11-0427-PR41) in the amount of \$600,000.00 is for a term commencing on July 1, 2011 and ending June 30, 2012, with the Board having two options to renew for one year terms. The original Agreement was awarded on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and

approved by the Chief Procurement Officer. The original Agreement was renewed by Board Report 12-0627-PR41 in an amount not to exceed \$1,295,000.00 which was exercised on June 27, 2012 with a term commencing July 1, 2012 and ending June 30, 2013. A second option to renew the Agreement was subsequently renewed by Board Report 13-0626-PR46 in an amount not to exceed \$1,587,500.00 which was exercised on June 26, 2013 with a term commencing July 1, 2013 and ending June 30, 2014.

#### **OPTION PERIOD:**

The term of this agreement is being extended for 1 year commencing July 1, 2014 and ending June 30, 2015.

#### **OPTION PERIODS REMAINING:**

There are no option periods remaining.

#### **SCOPE OF SERVICES:**

Teach for America will refer up to 570 provisionally-certified teacher-interns for employment with the Chicago Public Schools during the 2014-15 School Year. Teacher-interns referred by TFA will be enrolled in a 12-month certification program and at the end of the program teacher-interns will be eligible for an Illinois Educator Licensure with Stipulations. TFA, working with partner Universities, will provide teacher-interns with all coursework and other necessary training in order to be provisionally certified by the Illinois State Board of Education and eligible for hire by the Chicago Public Schools. Each teacher-intern who is hired by the Chicago Public Schools as a teacher of record will receive support services from Teach for America for a period of 2 years.

#### **DELIVERABLES:**

TFA will refer 325 provisionally certified first-year teacher-interns for employment with the Chicago Public Schools during the 2014-2015 school year and support these teacher-interns for a period of 2 years. The maximum number of second-year teacher-interns is not to exceed 245 during this extension period.

#### **OUTCOMES:**

At the end of the 2014-2015 school year, a maximum of 325 first-year teacher-interns will be eligible to receive their Illinois Educator License with Stipulations and continued employment by the Chicago Public Schools. An additional 245 second-year teacher-interns will receive coaching and support services.

#### **COMPENSATION:**

During this extension period, TFA will be compensated as specified in the agreement; total compensation for the extension period not to exceed \$1,300,000.00.

#### **AUTHORIZATION**

Authorize the General Counsel to include other relevant terms and conditions in the written extension document. Authorize the President and Secretary to execute the extension document. Authorize Chief Talent Officer to execute all ancillary documents required to administer or effectuate this extension agreement.

#### **AFFIRMATIVE ACTION:**

Pursuant to section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions of the Program do not apply to transaction where the vendor providing services operates as a Not-for-Profit organization.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

## FINANCIAL:

Contract for single dept. in current fiscal year
Fund 353
Talent Office, 11010
\$1,300,000.00, FY15
Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Vice President Ruiz abstained on Board Report 14-0528-PR30.

Board Member Quazzo abstained on Board Report 14-0528-PR30.

President Vitale indicated that if there were no objections, Board Reports 14-0528-OP1, and 14-0528-PR1 through 14-0528-PR30, with the noted abstentions, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 14-0528-OP1, and 14-0528-PR1 through 14-0528-PR30 adopted.

#### 14-0528-EX17

#### REPORT ON PRINCIPAL CONTRACT (NEW)

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:

Accept and file a copy of the contract with the principal listed below who was selected by the Local School Council pursuant to the Illinois School Code and the Uniform Principal's Performance Contract #09-0722-EX5.

**DESCRIPTION:** Recognize the selection by the local school council of the individual listed below to the position of principal subject to the Principal Eligibility Policy, #13-0227-PO2, and approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Talent Office has verified that the following individual has met the requirements for eligibility.

NAME	FROM	<u>TO</u>
David Narain	Interim Principal	Contract Principal

King H.S. King H.S. Network: 9

P.N. 132607 Commencing: July 1, 2014 Ending: June 30, 2018

**LSC REVIEW:** The respective Local School Council has executed the Uniform Principal's Performance Contract with the individual named above.

# AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: The salary of this individual will be established in accordance with the provisions of the Administrative Compensation Plan.

**PERSONNEL IMPLICATIONS**: The position to be affected by approval of this action is contained in the 2014-2015 school budget.

# 14-0528-EX18

# REPORT ON PRINCIPAL CONTRACTS (RENEWAL)

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:

Accept and file copies of the contracts with the principals listed below whose contracts were renewed by the Local School Councils pursuant to the Illinois School Code and the Uniform Principal's Performance Contract #09-0722-EX5.

**DESCRIPTION:** Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Principal Eligibility Policy, #13-0227-PO2, and approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Illinois Administrators Academy has verified that the following principals have completed 20 hours of Professional Development. The **RENEWAL** contracts commence on the date specified in the contract and terminates on the date specified in the contract.

<u>TO</u> NAME FROM Contract Principal Contract Principal Jose Barrera Columbia Explorers Columbia Explorers Network: 8 P.N. 125631 Commencing: August 5, 2014 Ending: August 4, 2018 Contract Principal Robert Baughman Contract Principal Jamieson Jamieson Network: 2 P.N. 119302 Commencing: July 1, 2014 Ending: June 30, 2018 Contract Principal Contract Principal Alfonso Carmona Healy Healy Network: 6 P.N. 406685 Commencing: July 1, 2014 Ending: June 30, 2018 Titia Crespo Contract Principal Contract Principal Waters Waters Network: 2 P.N. 114670 Commencing: July 1, 2014 Ending: June 30, 2018 Contract Principal Christine Jabbari Contract Principal Rogers Rogers Network: 2 P.N. 115493 Commencing: January 30, 2015 Ending: January 29, 2019 Contract Principal Stacy Stewart Contract Principal Belmont-Cragin Belmont-Cragin Network: 3 P.N. 119463 Commencing: July 1, 2014 Ending: June 30, 2018 Cassandra Washington Contract Principal Contract Principal Gale Gale Network: 2 P.N. 117444 Commencing: July 1, 2014 Ending: June 30, 2018

**LSC REVIEW:** The respective Local School Councils have executed the Uniform Principal's Performance Contract with the individuals named above.

# AFFIRMATIVE ACTION STATUS: None.

**FINANCIAL:** The salary of these individuals will be established in accordance with the provisions of the Administrative Compensation Plan.

**PERSONNEL IMPLICATIONS**: The positions to be affected by approval of this action are contained in the 2014-2015 school budgets.

## 14-0528-AR1

### REPORT ON BOARD REPORT RESCISSIONS

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING:

I. Extend the rescission dates contained in the following Board Reports to July 23, 2014 because the parties remain involved in good faith negotiations which are likely to result in an agreement and the user group(s) concurs with this extension:

1. 11-0928-OP2: Reaffirm Board Report 11-0727-OP1: Approve Entering into a Reciprocal Shared Use Agreement and Temporary Construction License Agreement with the Chicago Park District and to Consent to the Amendment of Planned Development #808 in Connection with the Construction and Use of Athletic Facilities at North Grand High School and Greenbaum Park.

User Group: Real Estate Services: License Agreement Status: In negotiations

2. 11-0928-PR13: Approve Entering into an Agreement with Bluecross Blueshield of Illinois For HMO

Health Care Administration Services, User Group: Office of Human Capital

Services: HMO Health Care Administration Services

Status: In negotiations

3. 12-0328-EX11: Approve the Renewal of the Charter School Agreement with Chicago Charter

School Foundation.

User Group: Portfolio Office Services: Charter School Status: In negotiations

4. 12-0328-EX12: Approve the Renewal of the Charter School Agreement with Perspectives Charter

Schoo

User Group: Portfolio Office Services: Charter School Status: In negotiations

5. 12-0425-OP5: Approve Renewal of Lease Agreement with Perspectives Charter School for

Calumet School, Located at 8131 S. May.

User Group: Real Estate Services: Lease Agreement Status: In negotiations

6. 12-0425-OP6: Approve Renewal of Lease Agreement with Perspectives Charter School for

Raymond School, Located at 3663 S. Wabash Ave.

User Group: Real Estate Services: Lease Agreement Status: In negotiations

7. 13-0626-OP2: Approve Renewal Lease Agreement with ASPIRA Inc. of Illinois (ASPIRA Charter

School) for Haugan School, 3729 W. Leland Avenue.

User Group: Real Estate Services Lease Agreement Status: In negotiations

8. 13-0626-OP3: Approve Renewal Lease Agreement with ASPIRA Inc. of Illinois (ASPIRA Charter

School) for a Portion of Moos School at 1711 N. California Avenue

User Group: Real Estate Services Lease Agreement Status: In negotiations

9. 13-0626-OP4: Approve Renewal Lease Agreement with Betty Shabazz International Charter

School for a Portion of Dusable School at 4934 S. Wabash Avenue.

User Group: Real Estate Services Lease Agreement Status: In negotiations

10. 13-0626-OP5: Approve Renewal Lease Agreement with Betty Shabazz International Charter

School John School (Sizemore Academy), 6936 S. Hermitage Avenue.

User Group: Real Estate Services: Lease Agreement Status: In negotiations

11. 13-0626-OP6: Approve Renewal Lease Agreement with KIPP Ascend Charter School for a

Portion of Penn School, 1616 South Avers Avenue.

User Group: Real Estate Services: Lease Agreement Status: In negotiations 12. 13-0626-OP7: Approve Renewal Lease Agreement with KIPP Ascend Charter School for Lathrop

Elementary School, 1440 S. Christiana Avenue

User Group: Real Estate Services: Lease Agreement Status: In negotiations

13. 13-0626-OP8: Approve Renewal Lease Agreement With North Lawndale College Preparatory

Charter High School for a Portion of Collins High School, 1313 S. Sacramento Drive.

User Group: Real Estate Services: Lease Agreement Status: In negotiations

14. 13-0626-OP9: Approve Renewal Lease Agreement With University of Chicago Charter School

Corporation - Donoghue Campus for Donoghue School, 707 E. 37th Street

User Group: Real Estate Services: Lease Agreement Status: In negotiations

15. 13-0626-OP10: Approve Renewal Lease Agreement with University of Chicago Charter School Corporation -- Woodlawn Campus for a Portion of Wadsworth Elementary School, 6420 S. University

Avenue.

User Group: Real Estate Services: Lease Agreement Status: In negotiations

16. 13-0626-OP11: Approve Renewal Lease Agreement with University of Chicago Charter School Corporation - Woodson Campus for a Portion of Woodson South School, 4444 S. Evans Avenue.

User Group: Real Estate Services: Lease Agreement Status: In negotiations

17. 13-0626-OP12: Approve Renewal Lease Agreement with Young Women's Leadership Charter

School for Senstake School, 2641 S. Calumet Avenue.

User Group: Real Estate Services: Lease Agreement Status: In negotiations

18. 13-0626-OP13: Approve New Lease Agreement with Frazier Preparatory Charter High School

for a Portion of Frazier Academy, 4027 W. Grenshaw Street.

User Group: Real Estate Services: Lease Agreement Status: In negotiations

19. 13-0626-OP14: Ratify New Lease Agreement with Union Park High Schools, Inc. for a Portion of

Crane High School, 2245 W. Jackson Boulevard.

User Group: Real Estate Services: Lease Agreement Status: In negotiations

20. 13-0626-PR15: Approve Entering into Agreements with Various Vendors for Supplemental Social

**Emotional Learning Services.** 

Services: Social Emotional Learning Services

User Group: Office of Pathways to College and Careers

Status: 17 of 23 fully executed, the remaining agreements are in negotiations

21. 13-0724-EX4: Amend Board Report 13-0123-EX3: Amend Board Report 12-0822-EX5: Amend Board Report 12-0725-EX4: Amend Board Report 12-0328-EX14: Approve the Renewal of the

Charter School Agreement with Youth Connection Charter School.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

22. 13-0828-PR1: Approve Exercising The Second Option and Amending to Add a Third Option to Renew the Agreement with ACT, Inc. for The Purchase of Test Materials and Related Services.

Services: Purchase of Test Materials

User Group: Assessment Status: In negotiations

23. 13-0925-PR10: Authorize a Renewal Agreement With City of Chicago Department of Public

Health For Inspection Services. Services: Inspection Services

User Group: Nutrition Support Services

Status: In negotiations

Additional Action: This matter was inadvertently omitted from the February 26, 2014 and April 23; 2014 Rescission Board Reports. The extension of the rescission date is ratified to take effect as of that date, thereby extending the rescission date to June 25, 2014.

24. 14-0122-EX7: Amend Board Report 13-0522-EX104: Amend Board Report 13-0424-EX7: Amend Board Report 12-0328-EX9: Amend Board Report 12-0125-EX3: Approve The Renewal of The Charter School Agreement with Academy of Communications and Technology Charter School/KIPP Chicago Schools

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

25. 14-0122-PR6: Authorize First Renewal of Pre-Qualification Status and Agreements with American Enterprise II, Inc and Prologue W.E.B. Dubois Academy for Auditorium Restoration Student Employment Program.

Services: Student Employment Program
User Group: Facility Operations & Maintenance

Status: 1 of 2 fully agreement has been fully executed; remaining agreement is in negotiations

26. 14-0226-OP2: Approve Renewal Lease Agreement with Architecture, Construction and Engineering Technical Charter School ('ACE TECH") For The Former Terrell Building, 5410 S. State

St.

Services: Lease Agreement

User Group: Facilities Operations & Maintenance

Status: In negotiations

27. 14-0226-OP3: Approve Renewal Lease Agreement with Noble Network of Charter Schools (Noble Street Charter School – Chicago Bulls College Prep Campus) for the Former Cregier Building, 2040 W. Adams.

Services: Lease Agreement

User Group: Facilities Operations & Maintenance

Status: In negotiations

28. 14-0226-OP4: Approve Renewal Lease Agreement with Noble Network of Charter Schools (Noble Street Charter School-John and Eunice Johnson College Prep Campus) For The Former Reed Building, 6350 S. Stewart Ave.

Services: Lease Agreement

User Group: Facilities Operations & Maintenance

Status: In negotiations

29. 14-0226-OP5: Approve Renewal Lease Agreement with Noble Network of Charter Schools (Noble Street Charter School-UIC Campus) For The Former Gladstone Building, 1231 S. Damen Ave.

Services: Lease Agreement

User Group: Facilities Operations & Maintenance

Status: In negotiations

30. 14-0226-OP6: Approve Renewal Lease Agreement With Providence-Englewood School Corporation For The Former Bunche Building, 6515 S. Ashland Ave.

Services: Lease Agreement

User Group: Facilities Operations & Maintenance

Status: In negotiations

31. 14-0226-OP7: Approve New Lease Agreement with Frazier Academy Design Team, Inc. for a Portion of Herzl Elementary School, 3711 W. Douglas Blvd.

Services: Lease Agreement

User Group: Facilities Operations & Maintenance

Status: In negotiations

32. 14-0226-OP8: Approve New Lease Agreement with Urban Prep Academies, Inc. for the Doolittle West Building, 521 E. 35<sup>th</sup> St. and A Portion of the Doolittle East Building, 535 E. 35<sup>th</sup> St.

Services: Lease Agreement

User Group: Facilities Operations & Maintenance

Status: In negotiations

33. 14-0226-PR1: Amend Board Report 14-0122-PR2: Authorize New Agreements with Various Vendors for the Purchase of Specialized Adapted Equipment, Testing Materials, Maintenance, Training and Warranty Services.

Services: Purchase of Specialized Adapted Equipment User Group: Office of Diverse Learner Support & Services

Status: In negotiations

34. 14-0226-PR2: Authorize New Agreements with Five Vendors for the Purchase of Specialized Educational Equipment and Accessories.

Services: Purchase of Specialized Educational Equipment User Group: Office of Diverse Learner Support & Services

Status: In negotiations

35. 14-0226-PR4: Amend Board Report 13-0626-PR20: Approve Exercising the Second Option to Renew The Agreement with School Works.

Services: Consulting Services

User Group: Office of Innovation and Incubation

Status: In negotiations

36. 14-0226-PR6: Authorize The Extension of the Agreement with Cedarcrestone, Incorporated for

the Hosted Infrastructure With Peoplesoft.
Services: Hosted infrastructure services
User Group: Information & Technology Services

Status: In negotiations

37. 14-0226-PR10: Authorize The Final Renewal Agreement with Office Depot for Standard Printing

Services

Services: Printing Services

User Group: Procurement and Contracts

Status: In negotiations

II. Rescind the following Board Reports in part or in full for failure to enter into an agreement with the Board, after repeated attempts, and the user groups have been advised of such rescission:

1. 13-0123-EX4: Approve Call for Quality Schools Proposals for Charter Schools with 2014

Services: Charter School

Action: Rescind contingent Board authority in part for the Orange proposal due to its board of directors withdrawing its charter school proposal from consideration.

2. 13-0626-EX3: Approve Request for Alternative Options Proposals

Services: Charter School

Action: Rescind contingent Board authority in part for the Pathways in Education-Illinois proposal due to its board of directors withdrawing its multi-site alternative charter school proposal from consideration.

 13-1120-PR6: Authorize Pre-Qualification Status of and Agreements with Fifteen Contractors to Provide Mechanical, Electrical, and Plumbing (MEP) Engineering Services

Services: Engineering Services

User Group: Facility Operations & Maintenance

Action: Rescind Board authority for vendors A. Epstein and Sons International, Inc. (#2) and WMA Consulting Engineers, Ltd. (#14) for failure to execute agreement.

4. 13-1120-PR12: Authorize First Renewal Agreements and Pre-Qualification Status with Twelve Consultants to Provide Services Related to Oracle Systems.

Services: Oracle System Services

User Group: Information & Technology Services

Action: Rescind Board authority for vendor Synchronous Solutions, Inc. d/b/a Synch-Solutions (#11) for failure to execute agreement.

President Vitale thereupon declared Board Reports 14-0528-EX17, 14-0528-EX18, and 14-0528-AR1 accepted.

## **OMNIBUS**

At the Regular Board Meeting held on May 28, 2014 the foregoing motions, reports and other actions set forth from number 14-0528-MO1 through 14-0528-MO3 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

Vice President Ruiz abstained on Board Reports 14-0528-AR2, 14-0528-EX6, 14-0528-EX16, 14-0528-OP1, 14-0528-PR2, 14-0528-PR11, 14-0528-PR16, 14-0528-PR18, 14-0528-PR19, 14-0528-PR20, 14-0528-PR21, 14-0528-PR22, 14-0528-PR23, 14-0528-PR24, 14-0528-PR25, 14-0528-PR28, and 14-0528-PR30.

Board Member Quazzo abstained on Board Reports 14-0528-PR11, 14-0528-PR16, 14-0528-PR18, 14-0528-PR22, 14-0528-PR30.

## **ADJOURNMENT**

President Vitale moved to adjourn the meeting, and it was so ordered by a voice vote, all members present voting therefore.

President Vitale thereupon declared the Board Meeting adjourned.

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting held on May 28, 2014 held at the Central Service Center 125 South Clark Street, Board Chamber, Chicago, Illinois, 60603.

Estela G. Beltran Secretary

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