



Estela G. Beltran
SECRETARY

Board of Education

City of Chicago

Office of the Board
1 North Dearborn Street, Suite 950, Chicago, Illinois 60602
(773) 553-1600 Fax (773) 553-1601

Susan J. Narrajos
ASSISTANT SECRETARY

May 22, 2017

**Frank M. Clark President, and
Members of the Board of Education**
Mark F. Furlong
Rev. Michael J. Garanzini, S.J.
Jaime Guzman
Dr. Mahalia A. Hines
Arnie Rivera
Gail D. Ward

Enclosed is a copy of the Agenda for the Regular Board of Education meeting to be held on Wednesday, May 24, 2017. The meeting will be held at CPS Loop Office, 42 West Madison Street, Garden Level, Board Room. 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.

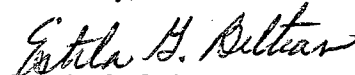
For the May 24, 2017 Board Meeting, advance registration to speak and observe will be available beginning Monday, May 22nd at 10:30 a.m. and will close on Tuesday, May 23rd at 5:00 p.m. or until all slots are filled. Advance registration during this period is available by the following methods:

Online: www.cpsboe.org
Phone: (773) 553-1600
In Person: 1 North Dearborn Street, Suite 950

The Public Participation segment of the meeting will begin immediately following the CEO Report and proceed for no more than 60 registered speakers for the two hours.

The complete, final Agenda of Actions from the April 26, 2017 Board meeting is on our website: <http://www.cpsboe.org/meetings/past-meetings>.

Sincerely,


Estela G. Beltran
Secretary

EGB
Enclosures



CHICAGO BOARD OF EDUCATION BOARD MEETING

AGENDA

May 24, 2017

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

HONORING EXCELLENCE

- CPS Student Advisory Council
- 2017 IL School Counselor Awards Recipients

CEO REPORT

PUBLIC PARTICIPATION

DISCUSSION OF PUBLIC AGENDA ITEMS

CLOSED SESSION

- Counsel Retention
- Other Reports
- Warning Resolutions
- Terminations
- Personnel
- Collective Bargaining
- Real Estate
- Security
- Closed Session Minutes
- Individual Student Matters

MOTION

17-0524-MO1 Motion to Hold a Closed Session

NON-DELEGABLE BOARD REPORTS THAT REQUIRE MEMBER ACTION

RESOLUTIONS

17-0524-RS1 Resolution Re: Dariana Walker, Honorary Student Board Member, Chicago Board of Education October 26, 2016 to May 24, 2017

17-0524-RS2 Resolution Authorizing the Issuance of Grant Anticipation Revenue Notes of the Board of Education of the City of Chicago, Illinois, in an Aggregate Principal Amount Not to Exceed \$396,520,000

RESOLUTIONS (CONTINUED)

- 17-0524-RS3 Resolution Providing for the Issue of One or More Series of Refunding Bonds of the Board of Education of the City of Chicago in an Aggregate Principal Amount Not to Exceed \$215,000,000
- 17-0524-RS4 Amend Board Report 17-0322-RS2 Resolution Request the Public Building Commission of Chicago to Undertake the Construction of the Dore and South Loop Replacement Schools; Byrne and Zapata Annex Projects and to Design the Read Dunning Middle School Project
- 17-0524-RS5 Resolution Authorize Appointment of Members to Local School Councils to Fill Vacancies

POLICY

- 17-0524-PO1 Rescind Board Report 06-0628-PO2 and Amend Board Report 16-0224-PO1
Amend Board Report 13-1022-PO02 Amend Board Report 00-0726-PO2 Amend Board Report 98-0826-PO1 Amend Board Report 97-0827-PO2 Minimum High School Graduation Requirements

COMMUNICATIONS

- 17-0524-CO1 Communication Re: Location of Board Meeting of June 28, 2017 – CPS Loop Office, 42 W. Madison, Garden Level, Board Room, Chicago, IL 60602
- 170524-CO2 Communication Re: 2017-2018 Schedule of Regular Board Meetings - Board of Education, City of Chicago

REPORTS FROM THE CHIEF EXECUTIVE OFFICER

- 17-0524-EX1 Transfer of Funds*
*[Note: The complete document for March 2017 will be on File in the Office of the Board]
- 17-0524-EX2 Approve Entering Into an Intergovernmental Agreement with the Illinois Department of Children and Family Services (DCFS)
- 17-0524-EX3 Approve Entering Into an Intergovernmental Agreement with the Department of Family & Support Services (DFSS) - City of Chicago

REPORT FROM THE CHIEF FINANCE OFFICER

- 17-0524-FN1 Authorize Placement of the Board's FY 2018 Excess Liability and Property Insurance Programs with Various Insurance Companies through Mesirow Insurance Services

REPORTS FROM THE GENERAL COUNSEL

- 17-0524-AR1 Voluntary Exclusion of McBrady-McMahon, Inc., Brian McMahon, Dave Welter, Maureen Welter and Midwest Educational Furnishings, Inc.
- 17-0524-AR2 Debarment of Randy Keeshin

REPORTS FROM THE CHIEF PROCUREMENT OFFICER

- 17-0524-PR1 Authorize the First Renewal Agreement with Houghton Mifflin Harcourt for the Purchase of Test Materials and Related Services
- 17-0524-PR2 Authorize the Second Renewal Agreement with SAGA Innovations, Inc for In-Class Math Tutoring Services
- 17-0524-PR3 Authorize a New Agreement with Creative Learning Systems, LLC for STEM SmartLab Learning Environment Services
- 17-0524-PR4 Authorize a New Agreement with Illinois Restaurant Association Educational Foundation for Culinary Education Services
- 17-0524-PR5 Authorize the Extension of the Agreement with LEAP Innovations for Personalized Learning Research and Development Services
- 17-0524-PR6 Authorize a New Agreement with the Chicago Debate Commission for Services for the Chicago Debate League
- 17-0524-PR7 Amend Board Report 16-0727-PR7 Authorize a New Agreement with Jacobs Project Management Co. for Capital Program Management Services
- 17-0524-PR8 Report on the Award of Construction Contracts and Changes to Construction Contracts for the Board of Education's Capital Improvement Program
- 17-0524-PR9 Authorize the Second Renewal Agreement with CitySpan Technologies for Program Management Functions for Student Transition Programs
- 17-0524-PR10 Authorize the Extension of the Agreement with Omicron Technologies, Inc. for School Key Card Systems and Associated Services
- 17-0524-PR11 Authorize the Extension of the Agreement with Oracle America, Inc to Provide Talent Acquisition and On-Boarding Implementation Services
- 17-0524-PR12 Authorize the Extension of the Agreements with Various Vendors for Student Information Systems Support
- 17-0524-PR13 Authorize the First Renewal Agreements with Sivic Solutions Group, LLC and Paradigm Healthcare Services, LLC for Medicaid Services Claims Processing
- 17-0524-PR14 Authorize the First and Second Renewal Agreements with Dunbar Armored, Inc. for Courier Services
- 17-0524-PR15 Authorize the First and Second Renewal Agreements with Various Vendors for Banking and Cash Management Services
- 17-0524-PR16 Authorize the Final Renewal Agreement with Frontline Technologies Group LLC DBA Frontline Education to Provide a Substitute Services Placement System

DELEGABLE REPORTS

REPORTS FROM THE CHIEF EXECUTIVE OFFICER

17-0524-EX4 Report on Principal Contracts (New)

17-0524-EX5 Report on Principal Contracts (Renewals)

REPORT FROM THE GENERAL COUNSEL

17-0524-AR3 Report on Board Report Rescissions

NEW BUSINESS

ADJOURN

May 24, 2017

MOTION TO HOLD A CLOSED SESSION

I MOVE 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.

May 24, 2017

**RESOLUTION RE: DARIANA WALKER, HONORARY STUDENT BOARD MEMBER,
CHICAGO BOARD OF EDUCATION OCTOBER 26, 2016 TO MAY 24, 2017**

WHEREAS, Dariana Walker was appointed to serve as the Honorary Student Board Member of the Chicago Board of Education for the 2016-2017 school year; and

WHEREAS, Dariana Walker, a representative of the student leadership, began her term as the Honorary Student Board Member of the Chicago Board of Education on October 26, 2016; and

WHEREAS, Dariana Walker conscientiously and effectively served the Board as representative of the Chicago Public Schools student body, in order that their best interests be served; and

WHEREAS, Dariana Walker, as an Honorary Student Board Member, attended and observed the monthly public 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, Dariana Walker was a Peace Intern in the Restorative Justice program and a member of the CPS Student Advisory Council; and

WHEREAS, Dariana Walker, will graduate from George H Corliss High School in June 2018; and

WHEREAS, Dariana Walker's tenure as Honorary Student Board Member 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 24th day of May 2017, do commend Dariana Walker for her diligent service as Honorary Student Board Member and also extend to her our best wishes for the success of her future endeavors and for the realization of all her goals.

May 24, 2017

**RESOLUTION AUTHORIZING THE ISSUANCE OF GRANT
ANTICIPATION REVENUE NOTES OF THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO, ILLINOIS, IN AN AGGREGATE
PRINCIPAL AMOUNT NOT TO EXCEED \$396,520,000**

WHEREAS, pursuant to the provisions of Article 34 of the School Code, 105 Illinois Compiled Statutes 5 (the "*School Code*"), the City of Chicago, Illinois, constitutes one school district (the "*School District*"), which is a body politic and corporate by the name of Board of Education of the City of Chicago, which School District is governed by the Chicago Board of Education (the "*Board*"); and

WHEREAS, pursuant to the School Code, the Board anticipates the receipt of revenues from the State of Illinois (the "*State Grants*") lawfully appropriated by the State for the 2017 fiscal year in the aggregate approximate amount of \$665,189,532. As of the date of adoption of this Resolution, the State of Illinois has paid \$198,693,405 which leaves an estimated \$466,496,127 of State Grants remaining to be paid (the "*Anticipated Grant Amount*"); and

WHEREAS, the State Grants are more particularly described in Exhibit A to this Resolution; and

WHEREAS, as of the date of adoption of this Resolution, the Anticipated Grant Amount has not been paid to the Board; and

WHEREAS, there has been presented to the State Comptroller vouchers approved by the State Superintendent of Education requesting the payment to the Board of a portion of the Anticipated Grant Amount to be derived from the State Grants in an aggregate amount of not less than \$323,895,950 (the "*Approved Voucher Amount*"); and

WHEREAS, the Board expects that additional vouchers approved by the State Superintendent of Education requesting the payment to the Board of the remaining Anticipated Grant Amount in an aggregate amount of not more than \$142,600,177 (the "*Pending Voucher Amount*") and the Board expects that \$133,777,045 of the Pending Voucher Amount will be presented to the State Comptroller prior to June 30, 2017; and

WHEREAS, pursuant to the Revenue Anticipation Act, 50 Illinois Compiled Statutes 425, the Board on behalf of the School District is authorized to issue revenue notes in anticipation of the receipt of the Anticipated Grant Amount (the "Grant Receipts") in an amount not exceeding 85% of the Anticipated Grant Amount; and

WHEREAS, no revenue notes or other obligations of the Board have heretofore been authorized or issued in anticipation of the receipt of Grant Receipts and the Grant Receipts are not pledged as security for the payment of any other bond, note or obligation of the Board; and

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Chicago Board of Education of the City of Chicago as follows:

1. *Incorporation of Preambles.* The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

2. *Definitions.* For all purposes of this Resolution and in addition to the defined terms in the preambles to this Resolution, except as otherwise expressly provided or unless the context otherwise requires and in addition to the terms defined in the preambles hereto, the terms defined in this Section shall have the meanings set forth below, and shall include the plural as well as the singular.

"*Designated Officials*" shall mean the President, the Senior Vice President of Finance of the Board, the Chief Financial Officer and the Treasurer.

"*Grant Receipts*" means the money received or expected to be received by the Board from the Anticipated Grant Amount.

"*Note Purchase Agreement*" means one or more agreements between the Board and one or more financial institutions pursuant to which such financial institutions will agree to purchase any Notes.

"*Notes*" means the grant anticipation revenue notes of the Board authorized to be issued under this Resolution.

“*Tax Anticipation Note*” means any tax anticipation note, tax anticipation warrant or similar indebtedness issued by the Board in anticipation of the collection of the taxes levied by the Board for educational purposes for the 2017 tax levy year.

“*Trust Indenture*” means one or more agreements providing for the issuance of the Notes and for their repayment from Grant Receipts, by and between the Board and a bank, trust company or national banking association having trust powers and appointed by one of the Designated Officials to act as trustee under the Trust Indenture. As used in this Resolution the term “Trust Indenture” includes any “Master Trust Indenture” and any “Supplemental Trust Indenture.”

“*Written Assurance*” means a written assurance to the Board with respect to the receipt from a reliable source of a specified amount of the Grant Receipts.

3. *Statutory Findings.* It is found and determined that there are insufficient funds on hand to pay obligations of the School District and the Board hereby deems it to be in the best interest of the School District to provide funds for the payment of its general expenses and other payment obligations that are due or will accrue in the current fiscal year. It shall be a condition precedent to the sale and to the issuance of any series of Notes that (i) the Board shall theretofore have received Written Assurances with respect to Grant Receipts to permit the issuance of the series of Notes proposed to be sold within the debt limitation set forth in Section 7 of the Revenue Anticipation Act and (ii) each such Written Assurance shall have been filed with the County Clerk of The County of Cook and the County Clerk of The County of DuPage.

The purpose of the issuance of the Notes is the funding (including reimbursement) of the operating expenses of the Board and payment obligations of the Board for the 2017 fiscal year. The estimated amount of such expenses and payments is not less than \$396,520,000.

4. *Determination to Authorize Grant Anticipation Revenue Notes.* The Board is hereby authorized to issue Grant Anticipation Revenue Notes (the “Notes”) in anticipation of the receipt of Grant

Receipts to be derived from the Anticipated Grant Amount in an aggregate principal amount of not to exceed \$396,520,000. The Notes are to be issued in accordance with the provisions of the Revenue Anticipation Act and the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350.

5. *Security and Payment.* The Notes shall be limited obligations of the Board payable from the Grant Receipts and such Grant Receipts, or portion thereof, may be pledged as security for the payment of the principal of and interest on the Notes. The Notes shall be issued and secured under and pursuant to one or more Trust Indentures. Pursuant to Section 10 and Section 13 of the Local Government Debt Reform Act, the Board may provide for the direct assignment of and direct deposit of the Grant Receipts to the Trustee under any Trust Indenture by filing this Resolution with the appropriate State officials and the Board may seek to participate in the State of Illinois Vendor Payment Program. Each Trust Indenture may contain covenants and agreements of the Board pertaining to the payment of and security for the Notes. Pursuant to any Trust Indenture the Board may covenant to provide for the authorization and issuance of Tax Anticipation Notes and for the delivery of Tax Anticipation Notes in exchange for Notes.

6. *Terms of Notes.* The Notes shall have the terms and provisions required by the Revenue Anticipation Act and the Local Government Debt Reform Act. The Notes shall be issued from time to time in one or more series. Each Note issued shall mature no later than 12 months from its date of original issue and may be subject to redemption prior to maturity, all as determined by any Designated Official. Interest on each Note shall be payable on such interest payment dates as determined by any Designated Official and shall bear interest at a rate (which may be a fixed rate or a variable rate) not exceeding the maximum rate permitted under Section 2 of the Bond Authorization Act, 30 Illinois Compiled Statutes 305.

7. *Sales of Notes.* The Notes shall be sold in the manner provided in Section 3 of the Revenue Anticipation Act and Section 10 of the Local Government Debt Reform Act, provided that authority is delegated to any Designated Officials to sell the Notes at private sale upon a determination that such a sale is in the best interest of the Board taking into account current market conditions and the financial condition of the Board. The purchase price of any Note shall not be less than 98% of the

principal amount of such Note. After the sale of each series of Notes any of the Designated Officials shall prepare, execute and file with the Secretary of the Board a Notification of Sale with respect to such series of Notes setting forth the name of the purchaser, the principal amount sold, the maturity date or dates, the interest rate or rates and the purchase price of such Notes.

8. *Execution.* The Notes shall be executed on behalf of the Board with the manual or duly authorized facsimile signature of the President or Vice President of the Board and countersigned by the manual or authorized facsimile signature of the Treasurer of the Board, all as such officers shall determine. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. In accordance with Section 5 of the Revenue Anticipation Act, the Treasurer shall endorse a Certificate of Authenticity on each Note.

9. *Approval of Documents.* The form of Master Trust Indenture for the Notes attached hereto as Exhibit B and the form of Supplemental Trust Indenture for a series of Notes attached hereto as Exhibit C, are each hereby approved and, on behalf of the Board, each of the Designated Officials is authorized to enter into one or more such Trust Indentures, in either case with such revisions, insertions, completions and modifications thereof as shall be approved by the Designated Official executing the same, and that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of such Designated Official's approval and this Board's approval of such revisions, insertions, completions and modifications thereof.

Any series of the Notes shall be issued pursuant to a Trust Indenture. Each of the Designated Officials is authorized to execute, and the Secretary is authorized to attest, one or more such Trust Indentures in substantially the forms described above, with such revisions, insertions, completions and modifications thereof as shall be approved by the Designated Official executing the same, and that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of such Designated Official's approval and this Board's approval of such revisions, insertions, completions and modifications thereof.

Each of the Designated Officials is authorized to enter into a Note Purchase Agreement, as such Designated Official shall deem necessary to facilitate the issuance of the Notes upon terms that are not inconsistent with the terms and provisions of this Resolution.

If determined to be necessary by a Designated Official in connection with the initial sale or subsequent reoffering of any series of Notes, the preparation, use and distribution of a Preliminary Official Statement, Private Placement Memorandum, Limited Offering Memorandum or Notice of Public Sale relating to each issue of Notes (the "*Disclosure Document*") in substantially the respective forms delivered in connection with previous issues, is hereby authorized and approved. The Designated Officials are each hereby authorized to execute and deliver such Disclosure Document on behalf of the Board. The Disclosure Document herein authorized may contain a description of the terms and provisions of, and security for, such obligations, the use of proceeds of such obligations, financial information relating to the Board, and such other information as any Designated Officer determines to be advisable under the circumstances.

10. *Application of Proceeds.* Proceeds of sale of the Notes are appropriated for the payment of general expenses of the Board and payment obligations of the Board due or to accrue in the current fiscal year, including reimbursements of such payments, and for the payment of costs of issuance of the Notes and related fees.

11. *Further Acts.* Each of the Designated Officials, officials or officers of the Board are hereby authorized to execute and deliver the documents approved by this Resolution, and such other documents and agreements and perform such other acts as may be necessary or desirable in connection with the Notes, the Trust Indentures and the Note Purchase Agreements, including, but not limited to, provisions relating to increased costs and indemnification, and the exercise following the delivery date of any series of the Notes of any power or authority delegated to such official under this Resolution with respect to the Notes, but subject to any limitations on or restrictions of such power or authority as herein set forth. The General Counsel is authorized to select and engage attorneys and other professionals to

provide services related to the transactions described in this Resolution. The General Counsel may make such selection of professionals based upon substantial demonstrated prior experience.

All actions of the officials or officers of the Board that are in conformity with the purposes and intent of this Resolution are hereby in all respects ratified, approved, and confirmed.

12. *Severability.* The provisions of this Resolution are hereby declared to be severable; and if any section, phrase, or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, or provisions.

13. *Repealer.* All Resolutions or parts of resolution in conflict herewith are, to the extent of such conflict, hereby repealed.

14. *Required Vote and Effective Date.* This Resolution shall be adopted upon an affirmative vote of at least two-thirds of the members of the Board. This Resolution is effective immediately upon its adoption.

STATE GRANTS

State Grant Status					Remaining Unvouchered Grants			
Grant	Allocation	Paid	Vouchered Unpaid	Voucher Number	June	August	Total	Total Unpaid
Educational Services Block Grant	\$478,295,000	\$119,573,750	\$239,147,500	2017-00043652 2017-00043653 2017-00081108 2017-00081109	\$119,573,750	0	\$119,573,750	\$358,721,250
General Education Block Grant	148,784,900	71,290,651	65,095,510	2017-00006099 2017-00006098 2017-00050215 2017-00060414 2017-00068944 2017-00084429 2017-00093538	12,398,739		12,398,739	77,494,249
Bilingual Education	21,360,269	0	14,177,474	2017-00038297 2017-00059011 2017-00090678	0	\$7,182,795	7,182,795	21,360,269
Orphanage	8,078,014	4,418,175	2,019,502	2017-00048849 2017-00078509	0	1,640,337	1,640,337	3,659,839
Career & Technical Education	4,061,829	790,458	2,270,600	2017-00018647 2017-00026233 2017-00034321 2017-00050530 2017-00054828 2017-00059633 2017-00068267 2017-00083772 2017-00092862	1,000,771	0	1,000,771	3,271,371
Other	<u>4,609,520</u>	<u>2,620,371</u>	<u>1,185,364</u>	Various	<u>803,785</u>	<u>0</u>	<u>803,785</u>	<u>1,989,149</u>
Total	\$665,189,532	\$198,693,405	\$323,895,950		\$133,777,045	\$8,823,132	\$142,600,177	\$466,496,127



FORM OF MASTER TRUST INDENTURE

MASTER TRUST INDENTURE

by and between

BOARD OF EDUCATION OF THE CITY OF CHICAGO

and

as Trustee

Dated as of June 1, 2017

SECURING BOARD OF EDUCATION OF THE CITY OF CHICAGO
GRANT ANTICIPATION REVENUE NOTES

TABLE OF CONTENTS

	<u>Page</u>
Parties	1
ARTICLE I Definitions and Construction	3
Section 101. Definitions	3
Section 102. Interpretations	9
ARTICLE II Authorization and Issuance of Notes	9
Section 201. Authorization of Notes	9
Section 202. General Provisions for Issuance of Notes	10
Section 203. 2017A Notes	11
Section 204. Additional Notes	11
Section 205. Certificates of Authorized Officer	11
ARTICLE III General Terms and Provisions of Notes	12
Section 301. Medium of Payment; Form and Date; Letters and Numbers	12
Section 302. Legends	12
Section 303. Execution and Authentication	12
Section 304. Exchangeability of Notes	13
Section 305. Negotiability, Transfer and Registration	13
Section 306. Provisions with Respect to Exchanges and Transfers	13
Section 307. Notes Mutilated, Destroyed, Stolen or Lost	14
ARTICLE IV Certificate of Authenticity	14
Section 401. Form of Certificate	14
ARTICLE V Pledge of Trust Estate and Debt Service Fund	15
Section 501. Pledge Effected by This Indenture	15
Section 502. Establishment of Funds and Accounts	15
Section 503. Required Deposit of Grant Receipts	16
Section 504. Application of the Debt Service Fund	16
Section 505. Moneys to be Held in Trust	17
ARTICLE VI Depositories, Security for Deposits and Investments of Funds	17
Section 601. Depositories	17
Section 602. Deposits	17
Section 603. Investment of Moneys	18

ARTICLE VII Particular Covenants and Representations of the Board 19

 Section 701. Authority for Indenture..... 19

 Section 702. Indenture to Constitute Contract 19

 Section 703. Punctual Payment of Notes 20

 Section 704. Extension of Payment of Notes 20

 Section 705. Further Assurance..... 20

 Section 706. Power to Issue Notes and Pledge Trust Estate 20

 Section 707. Indebtedness and Liens..... 21

 Section 708. Covenants Regarding Grant Receipts..... 21

 Section 709. Exchange of Notes for Tax Anticipation Notes 21

 Section 710. Accounts and Reports..... 22

 Section 711. Equality of Security 22

 Section 712. Equality of Notes 22

ARTICLE VIII Remedies of Owners23

 Section 801. Events of Default..... 23

 Section 802. Application of Funds After Default..... 23

 Section 803. Proceedings Brought by Trustee 24

 Section 804. Restriction on Owners’ Action..... 25

 Section 805. Remedies Not Exclusive..... 26

 Section 806. Effect of Waiver and Other Circumstances..... 26

 Section 807. Notices of Default..... 27

ARTICLE IX Concerning the Fiduciaries27

 Section 901. Trustee; Appointment and Acceptance of Duties..... 27

 Section 902. Paying Agents; Appointment and Acceptance of Duties 27

 Section 903. Registrar; Appointment and Acceptance of Duties 27

 Section 904. Responsibilities of Fiduciaries 27

 Section 905. Evidence on Which Fiduciaries May Act..... 28

 Section 906. Compensation 29

 Section 907. Certain Permitted Acts 29

 Section 908. Resignation of Trustee..... 30

 Section 909. Removal of Trustee 30

 Section 910. Appointment of Successor Trustee..... 30

 Section 911. Transfer of Rights and Property to Successor Trustee 31

 Section 912. Merger or Consolidation..... 31

 Section 913. Adoption of Authentication 32

 Section 914. Resignation or Removal of Paying Agent and Appointment of
 Successor..... 32

 Section 915. Resignation or Removal of Registrar and Appointment of Successor... 32

 Section 916. Trustee Not Deemed to Have Notice of Default 33

Section 917. Monthly Report by Trustee 33

ARTICLE X Supplemental Indentures33

Section 1001. Supplemental Indentures Not Requiring Consent of Owners 33

Section 1002. Supplemental Indentures Effective upon Consent of Owners 34

Section 1003. Filing of Counsel’s Opinion 34

ARTICLE XI Amendments35

Section 1101. Mailing..... 35

Section 1102. Powers of Amendment 35

Section 1103. Consent of Owners 35

Section 1104. Modifications by Unanimous Action 36

Section 1105. Exclusion of Notes 37

Section 1106. Notation on Notes 37

ARTICLE XII Miscellaneous37

Section 1201. Defeasance..... 37

Section 1202. Evidence of Signatures of Owners and Ownership of Notes 39

Section 1203. Moneys Held for Particular Notes 40

Section 1204. Preservation and Inspection of Documents 40

Section 1205. Cancellation and Destruction of Notes..... 40

Section 1206. Parties Interested Herein..... 40

Section 1207. No Recourse 40

Section 1208. Successors and Assigns 41

Section 1209. Severability of Invalid Provisions 41

Section 1210. Notices 41

Section 1211. Construction 42

Section 1212. Multiple Counterparts..... 42

THIS MASTER TRUST INDENTURE dated as of June 1, 2017 (the “*Indenture*”), by and between the Board of Education of the City of Chicago, a school district organized and existing under the laws of the State of Illinois, and _____, an Illinois banking corporation duly organized, existing and authorized to accept and execute trusts of the character herein set out as trustee (the “*Trustee*”);

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of Article 34 of the School Code, 105 Illinois Compiled Statutes 5/34 (the “*School Code*”), the City of Chicago constitutes one school district (the “*School District*”), which is a body politic and corporate by the name of the “Board of Education of the City of Chicago,” governed by the Chicago Board of Education (the “*Board*”); and

WHEREAS, pursuant to the Revenue Anticipation Act, 50 Illinois Compiled Statutes 425 and the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350, the Board is authorized to issue revenue notes in anticipation of the receipt of revenues derived from grants from the State of Illinois to the Board; and

WHEREAS, on May 24, 2017, the Board adopted Resolution 17-0524-RS_ (the “*Note Resolution*”) authorizing the issuance, from time to time, in one or more series, of its Grant Anticipation Revenue Notes in an aggregate principal amount not to exceed \$396,500,000 (the “*Authorized Notes*”) to be issued pursuant to the Revenue Anticipation Act and the Local Government Debt Reform Act for the purposes permitted under the Revenue Anticipation Act and in anticipation of the receipt by the Board of fiscal year 2017 grants from the State of Illinois (the “*Grant Receipts*”); and

WHEREAS, pursuant to the Note Resolution, the Board has appointed _____ to act as Trustee under this Indenture; and

WHEREAS, no revenue notes or other obligations have heretofore been issued by the Board pursuant to the Revenue Anticipation Act or the Note Resolution or other authority in anticipation of the receipt of the Grant Receipts; and

WHEREAS, the Board has not heretofore pledged the Grant Receipts as security for the payment of any bond, note or other obligation of the Board; and

WHEREAS, pursuant to the Revenue Anticipation Act and Section 13 of the Local Government Debt Reform Act, the Board may assign and pledge the Grant Receipts as security for the payment of the Authorized Notes; and

WHEREAS, the Board has determined to issue Authorized Notes from time to time in one or more series (the “*Notes*”); and

WHEREAS, all things necessary to make the Notes, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal limited obligations of the Board according to the import thereof, and to constitute this Indenture a valid assignment and pledge of, and grant of a lien on, and security interest in the following Trust Estate for the purpose of securing the payment of the principal of, premium, if any, and interest on the Notes have been done and performed, in due form and time, as required by law; and

WHEREAS, the execution and delivery of this Indenture and the execution and issuance of the Notes, subject to the terms hereof, have in all respects been duly authorized;

GRANTING CLAUSES

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

That in order to secure the payment of the principal of, premium, if any, and interest on all Notes issued and to be issued hereunder, according to the import thereof, and the performance and observance of each and every covenant and condition herein and in the Notes contained, and for and in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Notes by the respective Owners (as hereinafter defined) thereof, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Notes shall be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become Owners thereof, the Board does hereby assign, pledge, grant a lien upon and grant a security interest in the following Trust Estate to the Trustee and its successors in trust and assigns, to the extent provided in this Indenture:

- (a) The Grant Receipts;
- (b) All moneys and securities and earnings thereon in all Funds, Sub-Funds, Accounts and Sub-Accounts established and maintained pursuant to this Indenture; and
- (c) Any and all other moneys and securities furnished from time to time to the Trustee by the Board or on behalf of the Board or by any other persons to be held by the Trustee under the terms of this Indenture.

IN TRUST NEVERTHELESS, for the equal and proportionate benefit and security of the Notes secured by this Indenture, including any Notes hereafter issued, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of any one Note over any other by reason of priority in the issue or negotiation thereof or by reason of the date or dates of maturity thereof, or for any other

reason whatsoever (except as expressly provided in this Indenture), so that each and all of such Notes shall have the same right, lien and privilege under this Indenture and shall be equally secured hereby, with the same effect as if the same had all been made, issued and negotiated upon the delivery hereof (all except as expressly provided in this Indenture, as aforesaid).

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Board, or its successors, shall well and truly pay or cause to be paid, or provide for the payment of all principal of, premium, if any, and interest on the Notes due or to become due thereon, at the times and in the manner stipulated therein and herein, then this Indenture and the rights hereby granted shall cease, terminate and be void, but shall otherwise be and remain in full force.

AND IT IS HEREBY COVENANTED AND AGREED by and among the Board, the Trustee and the Owners from time to time of the Notes, that the terms and conditions upon which the Notes are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become the Owners thereof, and the trusts and conditions upon which the moneys and securities hereby pledged are to be held and disposed of, which trusts and conditions the Trustee hereby accepts, are as follows:

ARTICLE I

Definitions and Construction

Section 101. Definitions. The following terms shall, for all purposes of this Indenture, have the following meanings unless a different meaning clearly appears from the context:

“*Account*” means any account so designated by the Board pursuant to Section 502.

“*Additional Notes*” means Notes authorized and delivered on original issuance pursuant to Section 204.

“*Anticipated Grant Amount*” means, as of the date of original issuance of a Series, the aggregate amount of Grant Receipts anticipated to be received by the Board on or after such date.

“*Authorization Denominations*” means the denominations of the Notes of a Series as determined in the Supplemental Indenture authorizing such Series.

“*Authorized Officer*” means (i) the Chief Financial Officer of the Board, (ii) the Senior Vice President of Finance of the Board, (iii) the Treasurer of the Board or (iv) any other officer or employee of the Board authorized to perform specific acts or duties under this Indenture by resolution duly adopted by the Board.

“*Board*” means the Board of Education of the City of Chicago, as governed by the Chicago Board of Education, pursuant to Article 34 of the School Code.

“*Business Day*” means any day which is not a Saturday, a Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of any Fiduciary is located are authorized or required by law or executive order to close (and such Fiduciary is in fact closed).

“*Certificate*” means an instrument of the Board in writing signed by an Authorized Officer.

“*Code*” or “*Code and Regulations*” means the Internal Revenue Code of 1986, and the regulations promulgated or proposed pursuant thereto as the same may be in effect from time to time.

“*Counsel’s Opinion*” means an opinion signed by an attorney or firm of attorneys of recognized standing in the area of law to which the opinion relates, who may be counsel to the Board (including the General Counsel of the Board).

“*County Clerks*” means, collectively, the County Clerks of The Counties of Cook and DuPage, Illinois.

“*Current Funds*” means moneys which are immediately available in the hands of the payee at the place of payment.

“*Debt Limit Amount*” means, as of the date of original issuance of any Series, the lesser of (A) \$396,500,000 and (B) 85% of the Anticipated Grant Amount.

“*Debt Service Fund*” means the Debt Service Fund established in Section 502.

“*Defeasance Obligations*” means Government Obligations that are not subject to redemption or prepayment other than at the option of the holder thereof.

“*Depository*” means any bank, national banking association or trust company having a capital and undivided surplus aggregating at least \$20,000,000, selected by an Authorized Officer as a depository of moneys and securities held under the provisions of this Indenture, and may include the Trustee.

“*Event of Default*” means any event so designated and specified in Section 801.

“*Exchange Date*” means, with respect to each Exchange Note, the date such Exchange Note is scheduled to be exchanged for a Note or Notes.

“*Exchange Notes*” means Tax Anticipation Notes issued in exchange for Notes pursuant to Section 709.

“*Fiduciary*” or “*Fiduciaries*” means the Trustee, the Registrar, the Paying Agents and any Depository, or any or all of them, as may be appropriate.

“*Fitch*” means Fitch Ratings.

“*Forward Supply Contract*” means any contract entered into between the Board and a supplier of Investment Securities selected by or pursuant to the direction of the Board (a “*Counterparty*”) pursuant to which the Counterparty agrees to sell to the Board (or to the Trustee on behalf of the Board) and the Board (or the Trustee on behalf of the Board) agrees to purchase specified Investment Securities on specific dates at specific purchase prices, all as established at the time of the execution and delivery of such contract and as set forth in such contract. Any amounts due and owing from the Board to the Counterparty pursuant to any Forward Supply Contract (other than the specified purchase prices of the Investment Securities set forth therein) shall be treated as current operating expenses of the Board subject to annual appropriation, and shall not constitute indebtedness of the Board.

“*Funds*” means the Debt Service Fund and any other special funds created and established pursuant to Article V or any Supplemental Indenture.

“*Government Obligations*” means any direct obligations of the United States of America and any obligations guaranteed as to the timely payment of principal and interest by the United States of America or any agency or instrumentality of the United States of America, when such obligations are backed by the full faith and credit of the United States of America.

“*Grant Receipts*” means the moneys expected to be received by the Board and derived from the Grants.

“*Grants*” means the grants from the State to the Board appropriated by the State for the 2017 fiscal year as listed in Exhibit A of the Note Resolution, as such list may be revised by a Certificate signed by an Authorized Officer and filed with the Trustee prior to the issuance of the 2017A Notes.

“*Indenture*” means this Master Trust Indenture, dated as of June 1, 2017, by and between the Board and the Trustee, as from time to time amended and supplemented.

“*Investment Policy*” means the Investment Policy approved by the Board, as currently in effect and as may be amended from time to time.

“*Investment Securities*” means any of the following securities authorized by law and the Investment Policy as permitted investments of Board funds at the time of purchase thereof:

- (i) Government Obligations;

(ii) Obligations of any of the following federal agencies which obligations represent the full, faith and credit of the United States of America, including:

- Export Import Bank
- Farm Credit System Financial Assistance Corporation
- Farmers Home Administration
- General Services Administration
- U.S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)
- U.S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration;

(iii) Senior debt obligations issued by Fannie Mae or the Federal Home Loan Mortgage Corporation or senior debt obligations of other government agencies;

(iv) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks (including the Trustee and its affiliates) which have a rating on their short term certificates of deposit on the date of purchase of no less than "A-1" by Fitch, or "A-1" or "A-1+" by S&P or "P-1" by Moody's and maturing no more than 360 days after the date of purchase (Ratings on holding companies are not considered as the rating of the bank);

(v) Commercial paper which is rated at the time of purchase no less than "A-1" by Fitch, or "A-1" or "A-1+" by S&P or "P-1" by Moody's and which matures not more than 180 days after the date of purchase;

(vi) Investments in a money market fund which at the time of purchase is rated "AAAm" or "AAAm G" or better by S&P, including those for which the Trustee or an affiliate performs services for a fee, whether as a custodian, transfer agent, investment advisor or otherwise;

(vii) Repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986 subject to the provisions of said Act and the Regulations issued thereunder. The government securities that are the subject of such repurchase agreements, unless registered or inscribed in the name of the Board, shall be purchased through banks or trust companies authorized to do business in the State of Illinois; and

(viii) Any Forward Supply Contract.

"*Moody's*" means Moody's Investors Service.

“*Note*” or “*Notes*” means any 2017 Note and any Additional Note, authenticated and delivered under and pursuant to this Indenture.

“*Note Resolution*” means Resolution 17-0524-RS_ of the Board.

“*Outstanding*,” when used with reference to Notes, means, as of any date, all Notes theretofore or thereupon being authenticated and delivered under this Indenture except:

(i) Any Notes canceled by the Trustee, at or prior to such date or theretofore delivered to the Trustee or the Board, as the case may be, for cancellation;

(ii) Notes (or portions of Notes) for the payment or redemption of which moneys and/or Defeasance Obligations, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or date fixed for redemption, are held in trust under this Indenture and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Notes (or portions of Notes) are to be redeemed, notice of such redemption shall have been given as provided in the Supplemental Indenture authorizing the issuance of such Series or provision satisfactory to the Trustee shall have been made for the giving of such notice;

(iii) Notes in lieu of or in substitution for which other Notes shall have been authenticated and delivered pursuant to Article III or Section 1106; and

(iv) Notes deemed to have been paid as provided in Section 1201(B).

“*Owner*” means any person who shall be the registered owner of any Note or Notes.

“*Paying Agent*” means any bank, national banking association or trust company designated by Supplemental Indenture or by an Authorized Officer as paying agent for the Notes of any Series, and any successor or successors appointed by an Authorized Officer under this Indenture.

“*Payment Date*” shall mean any date on which the principal or Redemption Price of or interest on any Series of Notes is payable in accordance with its terms and the terms of this Indenture and the Supplemental Indenture creating such Series.

“*Person*” means and includes an association, unincorporated organization, a corporation, a partnership, a limited liability corporation, a joint venture, a business trust, or a government or an agency or a political subdivision thereof, or any other public or private entity, or a natural person.

“*Rating Services*” means each and every one of the nationally recognized rating services that shall have assigned ratings to any Notes Outstanding as requested by the Board, and which ratings are then currently in effect.

“*Record Date*” means the _____ (____) day (whether or not a Business Day) of the calendar month next preceding each Payment Date or such other day as may be determined in the applicable Supplemental Indenture.

“*Redemption Price*” means, with respect to any Note, the principal amount thereof plus the applicable premium, if any, payable upon the date fixed for redemption or such other redemption price as shall be specified for such Note in a Supplemental Indenture.

“*Registrar*” means any bank, national banking association or trust company appointed by Supplemental Indenture or by an Authorized Officer under this Indenture and designated as registrar for the Notes of any Series, and its successor or successors.

“*S&P*” means Standard & Poor’s Global Ratings.

“*School District*” means the school district constituted by the City of Chicago, Illinois pursuant to Article 34 of the School Code and governed by the Board.

“*Series*” means all of the Notes designated as a series and authenticated and delivered on original issuance in a simultaneous transaction, and any Notes thereafter authenticated and delivered in lieu of or in substitution for such Notes pursuant to Article III or Section 1106 or the provisions of a Supplemental Indenture.

“*State*” means the State of Illinois.

“*Sub-Account*” means any account so designated by the Board pursuant to Section 502.

“*Sub-Fund*” means any fund so designated by the Board pursuant to Section 502.

“*Supplemental Indenture*” means any Supplemental Indenture authorized pursuant to Article X.

“*Tax Anticipation Note*” means any tax anticipation note, tax anticipation warrant or similar indebtedness issued by the Board in anticipation of the collection of the taxes levied by the Board for educational purposes for the 2017 tax levy year.

“*Treasurer*” means the Treasurer of the Board.

“*Trustee*” means _____, Chicago, Illinois, and any successor or successors appointed under this Indenture as hereinafter provided.

“*Trust Estate*” means the security for the payment of Notes established by the assignments, pledges and liens effected by this Indenture and all other property pledged to the Trustee pursuant to this Indenture.

“*2017A Notes*” means the \$ _____ principal amount of Grant Anticipation Revenue Notes, Series 2017A, of the Board authorized to be issued pursuant to the Note Resolution and Section 203.

Section 102. Interpretations. As used herein, and unless the context shall otherwise indicate, the words “Note,” “Owner” and “Person” shall include the plural as well as the singular number.

As used herein, the terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Indenture.

Unless the context shall otherwise indicate, references herein to articles, sections, subsections, clauses, paragraphs and other subdivisions refer to the designated articles, sections, subsections, clauses, paragraphs and other subdivisions of this Indenture as originally executed.

Any headings preceding the texts of the several Articles and Sections hereof, and any Table of Contents appended to copies hereof, are solely for convenience of reference and do not constitute a part of this Indenture, nor do they affect its meaning, construction or effect.

ARTICLE II

Authorization and Issuance of Notes

Section 201. Authorization of Notes. (A) The Board shall not issue any Notes while this Indenture is in effect except in accordance with the provisions of this Article II. All Notes issued under this Indenture shall be designated “Grant Anticipation Revenue Notes” and shall include such further appropriate designations as the Board may determine.

(B) Notes may be issued in one or more Series and each Note shall bear upon its face the designation determined for its Series. Any two or more Series may be consolidated for purposes of sale in such manner as may be provided in the Supplemental Indenture authorizing such Series.

(C) The 2017A Notes may be issued for any purpose or purposes authorized by the Revenue Anticipation Act. A Series of Additional Notes may be issued for any purpose or purposes authorized by the Revenue Anticipation Act and pursuant to

Section 11 of the Local Government Debt Reform Act, for the purpose of refunding Outstanding Notes.

Section 202. General Provisions for Issuance of Notes. (A) Each Series of Notes shall be executed by the Board and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Board or upon its order, but only upon the receipt by the Trustee, at or prior to such authentication, of:

(1) A Counsel's Opinion regarding the validity and enforceability of such Series.

(2) A written order as to the delivery of such Series signed by an Authorized Officer, which order shall direct, among other things, the application of the proceeds of such Series.

(3) A copy of the Note Resolution, certified by the Secretary of the Board.

(4) An executed copy of the Supplemental Indenture authorizing such Series, which shall specify:

(a) The authorized principal amount, designation and Series of such Notes.

(b) The purposes for which such Series of Notes is being issued.

(c) The date, and the maturity date or dates, of the Notes of such Series.

(d) The interest rate or rates of the Notes of such Series, or the manner of determining such interest rate or rates, and the Payment Dates and Record Dates therefor.

(e) The Authorized Denominations and the manner of dating, numbering and lettering of the Notes of such Series.

(f) The Registrar and the Paying Agent or Paying Agents for the Notes of such Series.

(g) The Redemption Price or Prices, if any, or the method for determining Redemption Prices and any redemption dates and terms for the Notes of such Series.

(5) In the case of Additional Notes, a Certificate stating that no Event of Default will exist as of the time immediately following the issuance of such Series.

(6) Such further documents, moneys and securities as are required by the provisions of this Indenture or any Supplemental Indenture.

(B) Notes of the same Series and maturity shall be of like tenor except as to interest rate, denomination and form. After the original issuance of Notes of a Series, no Notes of such Series shall be issued except in lieu of or in substitution for other Notes of such Series pursuant to Article III or Section 1106 or as permitted by Supplemental Indenture.

Section 203. 2017A Notes. A Series of Notes designated as the “Grant Anticipation Revenue Notes, Series 2017A” (being the “2017A Notes” is authorized to be issued pursuant to the First Supplemental Indenture and shall be entitled to the benefit, protection and security of this Indenture. The 2017A Notes shall be authenticated and delivered by the Trustee only upon receipt by it of the documents required by Section 202 with respect to 2017A Notes and the Certificate of an Authorized Officer as set forth in Section 205.

Section 204. Additional Notes. One or more Series of Notes entitled to the benefit, protection and security of this Indenture and constituting a Series of Additional Notes may be authorized and delivered upon original issuance. Any such Series shall be authenticated and delivered by the Trustee only upon receipt by it (in addition to the documents required by Section 202 with respect to Additional Notes) of a Certificate of an Authorized Officer as set forth in Section 205.

Section 205. Certificates of Authorized Officer. The Certificate of an Authorized Officer to be filed with the Trustee as a condition precedent to the issuance of the Series 2017A Notes pursuant to Section 203 or a Series of Additional Notes pursuant to Section 204 shall (i) set forth the principal amount of the Notes that will be Outstanding as of the time immediately following the issuance of such Series; (ii) set forth the Anticipated Grant Amount as of the date of original issuance of such Series, (iii) demonstrate that the principal amount of Notes that will be Outstanding as of the time immediately following the issuance of such Series does not exceed 85% of such Anticipated Grant Amount, (iv) provide as an exhibit to such Certificate (A) written assurance from the State Comptroller that such Grant Receipts are payable from a reliable source in accordance with Section 2 of the Revenue Anticipation Act and (B) evidence of the filing of such written assurance with each of the County Clerks. In determining the Grant Receipts Amount, the Authorizing Officer executing the Certificate shall only include the amount of expected Grant Receipts with respect to which the State Superintendent of Education has presented a payment voucher to the State Comptroller approving the payment of such amount, and, after December 31, 2017, shall only include the amount of expected Grant Receipts approved by the State Comptroller and the Governor in accordance with Section 25(m) of the State Finance Act, 30 Illinois Compiled Statutes 105.

ARTICLE III

General Terms and Provisions of Notes

Section 301. Medium of Payment; Form and Date; Letters and Numbers.

The Notes shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Any Notes of a Series shall be issued only in the form of fully registered Notes without coupons or, pursuant to the provisions of a Supplemental Indenture, in any other form permitted by law at the time of original issuance, including, but not limited to, Notes which are transferable through a book-entry system. Each Note shall be lettered and numbered as provided in this Indenture or the Supplemental Indenture authorizing the Series of which such Note is a part and so as to be distinguished from every other Note. Notes shall be dated as provided in this Indenture or the Supplemental Indenture authorizing the Notes of such Series.

Section 302. Legends. The Notes of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, law, the rules of any securities exchange or commission or brokerage board, or otherwise, as may be determined by the Board or the Trustee prior to the authentication and delivery thereof.

Section 303. Execution and Authentication. (A) The Notes shall be executed in the name of the Board by the manual or facsimile signatures of the President of the Board or the Vice President of the Board (or such other officers of the Board as may be authorized by a resolution of the Board) and countersigned by the manual or facsimile signature of the Treasurer of the Board. In accordance with Section 5 of the Revenue Anticipation Act, the Treasurer shall endorse a Certificate of Authenticity on each Note. Each such Certificate of Authenticity shall be in the form required by Section 5 of the Revenue Anticipation Act and Section 401. Any Note may also include the additional manual or facsimile signatures of one or more other officers of the Board. In case any one or more of the officers who shall have signed, countersigned or endorsed any of the Notes shall cease to be such officer before the Notes so signed shall have been authenticated and delivered by the Trustee, such Notes may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed such Notes had not ceased to hold such offices. Any Note may be signed, countersigned or endorsed on behalf of the Board by such persons who at the time of the execution of such Note shall hold the proper office in the Board, although at the date of such Note such persons may not have been so authorized or have held such office.

(B) The Notes shall bear a certificate of authentication, in the form set forth in the Supplemental Indenture authorizing such Notes, executed manually by the Trustee.

Only such Notes as shall bear such certificate of authentication shall be entitled to any right or benefit under this Indenture, and no such Note shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any such Note executed on behalf of the Board shall be conclusive evidence that the Note so authenticated has been duly authenticated and delivered under this Indenture and that the Owner thereof is entitled to the benefits of this Indenture.

Section 304. Exchangeability of Notes. Subject to the provisions of Section 306, any Note, upon surrender at the corporate trust office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Owner or its duly authorized attorney, may, at the option of the Owner and upon payment of any charges which the Trustee may make as provided in Section 306, be exchanged for an equal aggregate principal amount of fully registered Notes of the same Series, maturity, and interest rate and tenor of any other Authorized Denominations.

Section 305. Negotiability, Transfer and Registration. (A) Each Note shall be transferable only upon the registration books of the Board, which shall be kept for that purpose by the Registrar, by the Owner in person or by its attorney duly authorized in writing, upon surrender thereof with a written instrument of transfer satisfactory to the Registrar, duly executed by the Owner or its duly authorized attorney. Upon the transfer of any such Note, the Board shall issue in the name of the transferee a new Note or Notes in Authorized Denominations of the same aggregate principal amount, Series, maturity and interest rate as the surrendered Note.

(B) The Board and each Fiduciary may deem and treat the person in whose name any Note shall be registered upon the registration books of the Board as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal and Redemption Price, if any, and interest on such Note and for all other purposes, and all such payments so made to any such Owner or upon its order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Board nor any Fiduciary shall be affected by any notice to the contrary.

Section 306. Provisions with Respect to Exchanges and Transfers. In all cases in which the privilege of transferring or exchanging Notes is exercised, the Board shall execute and the Trustee shall authenticate and deliver Notes in accordance with the provisions of this Indenture. All Notes surrendered in any such exchanges shall forthwith be canceled by the Trustee. For any exchange or transfer of Notes, whether temporary or definitive, the Board, the Trustee or the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid. The Registrar and the Trustee shall not be required to make any registration, transfer or exchange of any Note during the period after such Note has been called for redemption

or, in the case of any proposed redemption of Notes, during the __ days next preceding the date of first giving notice of such redemption.

Section 307. Notes Mutilated, Destroyed, Stolen or Lost. In case any Note shall become mutilated or be destroyed, stolen or lost, the Board shall execute, and thereupon the Trustee shall authenticate and deliver, a new Note of like Series, maturity, interest rate and principal amount as the Notes so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note, upon surrender and cancellation of such mutilated Note or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Trustee or Registrar evidence satisfactory to the Board and the Trustee or Registrar that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Board and the Trustee or Registrar with indemnity satisfactory to them and complying with such other reasonable regulations as the Board, the Trustee or Registrar may prescribe and paying such expenses as the Board and Trustee and Registrar may incur. All Notes so surrendered to the Trustee or Registrar shall be canceled by the Trustee in accordance with Section 1205. Any such new Notes issued pursuant to this Section in substitution for Notes alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the Board, whether or not the Notes so alleged to be destroyed, stolen or lost shall be found at any time or be enforceable by anyone, shall be entitled to equal and proportionate benefits with all other Notes of the same Series issued under this Indenture.

ARTICLE IV

Certificate of Authenticity

Section 401. Form of Certificate. The Certificate of Authenticity on each Note shall be in substantially the following form:

TREASUER’S CERTIFICATE OF AUTHENTICITY

The amount of revenue from which this Note is payable is \$ _____.

The amount of anticipatory obligations heretofore issued and payable out of such revenue is \$ _____, and the amount of the issue of Notes of which this is one is \$ _____.

Dated: _____, 2017

Treasurer
Board of Education of the City of
Chicago

ARTICLE V

Pledge of Trust Estate and Debt Service Fund

Section 501. Pledge Effected by This Indenture. (A) There are hereby assigned and pledged for the payment of the principal and Redemption Price of, and interest on, the Notes, in accordance with their terms and the provisions of this Indenture, and a lien is hereby granted for such purpose, subject only to the provisions of this Indenture permitting or requiring the application thereof for the purposes and on the terms and conditions set forth in this Indenture, on (i) the Grant Receipts; (ii) all moneys, securities and earnings thereon in all Funds, Sub-Funds, Accounts and Sub-Accounts established under this Indenture or any Supplemental Indenture, and (iii) any and all other moneys and securities furnished from time to time to the Trustee by the Board or on behalf of the Board or by any other persons to be held by the Trustee under the terms of this Indenture.

(B) Pursuant to Section 13 of the Local Government Debt Reform Act the Grant Receipts deposited or to be deposited into the Debt Service Fund and the other moneys and securities hereby pledged shall immediately be subject to the lien and pledge hereof without any physical delivery or further act, and the lien and pledge hereof shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Board, irrespective of whether such parties have notice hereof.

(C) The Notes are limited obligations of the Board payable solely from the Grant Receipts and the other moneys pledged for their payment in accordance with this Indenture. Neither the full faith and credit nor the general taxing power of the Board is pledged to, or otherwise available for, the payment of any Note.

(D) No Note shall be deemed to be an obligation of the Board or of the School District within any constitutional or statutory limitation.

Section 502. Establishment of Funds and Accounts. The Board hereby establishes the Debt Service Fund, which shall be a special fund of the Board held in trust by the Trustee as part of the Trust Estate.

Subject to use and application in accordance with this Indenture, all of the moneys and securities held in the Debt Service Fund are pledged as security for the payment of the principal of, redemption premium, if any, and interest on, the Notes to the extent provided in this Indenture, shall be subject to the lien of this Indenture. A security interest in the Debt Service Fund is hereby granted in favor of the Trustee for the benefit of the Owners of the Notes.

The Trustee shall, at the written request of the Board and as acceptable to the Trustee, establish such additional Sub-Funds within Funds, and Accounts and Sub-Accounts within any such Sub-Funds, as shall be specified in such written request, for the purpose of identifying more precisely the sources of payments into and disbursements from the Debt Service Fund or such Sub-Funds, Accounts and Sub-Accounts.

Additional Funds, Sub-Funds within the Funds and Accounts and Sub-Accounts within such Sub-Funds may also be created by any Supplemental Indenture; and any such Supplemental Indenture may provide that amounts on deposit in such Sub-Funds, Accounts and Sub-Accounts shall be held by the Trustee for the sole and exclusive benefit of such Notes as may be specifically designated in such Supplemental Indenture.

Any moneys and securities held in any Fund or any Sub-Fund, Account or Sub-Account created pursuant to this Section shall be held in trust by the Trustee, as provided in this Indenture or such Supplemental Indenture, and shall be applied, used and withdrawn only for the purposes authorized in this Indenture or such Supplemental Indenture. All moneys and securities held by the Board in any Fund, Sub-Fund, Account or Sub-Account established for or with respect to the Grant Receipts shall be accounted for and held separate and apart from all other moneys and securities of the Board, and, until so applied, used and withdrawn, shall be held in trust by the Board for the purposes for which such Fund, Sub-Fund, Account or Sub-Account was established.

Section 503. Required Deposit of Grant Receipts. For the purpose of providing funds required to pay the principal or Redemption Price of and interest on the Notes when and as the same becomes due, all of the Grant Receipts shall be paid promptly to the Trustee for immediate deposit into the Debt Service Fund. The Board shall do, or cause to be done, all acts and things necessary to cause the Grant Receipts to be deposited into the Debt Service Fund and not to any other fund or account of the Board or any other Person.

Section 504. Application of the Debt Service Fund. (A) On each Payment Date on which Notes are to be redeemed, the moneys in the Debt Service Fund shall be applied to pay the Redemption Price of the Notes to be redeemed and the interest due and payable on such Notes on such Payment Date.

(B) On each Payment Date on which Notes mature, the moneys in the Debt Service Fund shall be applied to pay the principal of and interest on such maturing Notes due and payable on such Payment Date.

(C) On each Payment Date, on which only interest is due and payable on Notes, the moneys in the Debt Service Fund shall be applied to pay such interest.

(D) All withdrawals from the Debt Service Fund shall be made no earlier than three days prior to the Payment Date to which they related, and the amount so withdrawn

shall, for all purposes of this Indenture, be deemed to remain and be a part of the Debt Service Fund until the applicable Payment Date.

Section 505. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of any Fund, Sub-Fund, Account or Sub-Account referred to in any provision of this Indenture, shall be held by the Trustee in trust, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

ARTICLE VI

Depositaries, Security for Deposits and Investments of Funds

Section 601. Depositaries. All moneys held by the Trustee under the provisions of this Indenture may be deposited with one or more Depositaries selected by an Authorized Officer in the name of and in trust for the Trustee. All moneys held by the Board under this Indenture shall be deposited in one or more Depositaries (selected by an Authorized Officer) in the name of the Board. All moneys deposited under the provisions of this Indenture with the Trustee or any Depositary shall be held in trust and applied only in accordance with the provisions of this Indenture, and each of the Funds, Sub-Funds, Accounts and Sub-Accounts established by this Indenture shall be a trust fund.

Section 602. Deposits. (A) All moneys held by any Depositary under this Indenture may be placed on demand or time deposit, as directed by an Authorized Officer, provided that such deposits shall permit the moneys so held to be available for use when needed. Any such deposit may be made in the commercial banking department of any Fiduciary which may honor checks and drafts on such deposit as if it were not a Fiduciary. All moneys held by a Fiduciary may be deposited in its banking department on demand or, if and to the extent directed by an Authorized Officer, on time deposit, provided that such moneys on deposit be available for use when needed. Such Fiduciary shall allow and credit on such moneys such interest, if any, as it customarily allows upon similar funds of similar size.

(B) All moneys on deposit to the credit of the Debt Service Fund (i) held by a Depository other than the Trustee and (ii) not otherwise secured by deposit insurance, shall be continuously and fully secured by the Trustee for the benefit of the Board and the Owners of the Notes by lodging with the Trustee as collateral security, Government Obligations having a market value (exclusive of accrued interest) of not less than the amount of such moneys. All other moneys held for the Board under this Indenture shall be continuously and fully secured for the benefit of the Board and the Owners of the Notes in the same manner as provided by the Board for similar funds of the Board.

(C) All moneys deposited with the Trustee and each Depository shall be credited to the particular Fund, Sub-Fund, Account or Sub-Account to which such moneys belong.

Section 603. Investment of Moneys. (A) Moneys held in the several Funds, Sub-Funds, Accounts and Sub-Accounts shall be invested and reinvested by the Trustee at the written direction of the Treasurer or other Authorized Officer in Investment Securities within the parameters of this Indenture and the Investment Policy which mature no later than necessary to provide moneys when needed for payments to be made from such Fund, Sub-Fund, Account or Sub-Account. The Trustee may conclusively rely upon the Treasurer's or other Authorized Officer's written instructions as to both the suitability and legality of the directed investments. Ratings of Investment Securities shall be determined at the time of purchase of such Investment Securities. In the absence of written investment instructions from the Board, the Trustee shall not be responsible or liable for keeping the moneys held by it hereunder fully invested in Investment Securities, but shall immediately notify the Board in the event moneys are being held uninvested hereunder. Nothing contained in this Indenture shall be construed to prevent such Treasurer or Authorized Officer from directing the Trustee to make any such investments or reinvestments through the use of a Forward Supply Contract, to the extent permitted by State law and the Investment Policy, and the Trustee shall comply with the terms and provisions of any such Forward Supply Contract. The Trustee may make any and all such investments through its trust department or the bond department of any bank (including the Trustee) or trust company under common control with the Trustee. The Board has provided a certified copy of the Investment Policy to the Trustee and the Board covenants and agrees to provide to the Trustee in a timely fashion any amendments to or revisions of such Investment Policy. The Trustee shall be entitled to conclusively rely on the Investment Policy provided to it by the Board as the Investment Policy in effect at the time any investment is made. All investment income shall be retained in the Fund or Account to which the investment is credited from which such income is derived.

(B) The Trustee may trade with itself in the purchase and sale of securities for such investment. The Trustee shall not be liable or responsible for the performance or adverse consequences of any investment made pursuant to this Section. Although the Board recognizes that they may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Board hereby agrees that confirmations of Investment Securities are not required to be issued by the Trustee for each month in which a monthly statement is rendered.

(C) Valuations of Investment Securities held in the Funds, Sub-Funds, Accounts and Sub-Accounts established hereunder shall be made by the Trustee as often as may be necessary or requested by the Board to determine the amounts held therein. In computing the amounts in such Funds, Sub-Funds, Accounts and Sub-Accounts,

Investment Securities therein shall be valued as provided in Subsection (D) of this Section 604.

(D) The value of Investment Securities shall mean the fair market value thereof, *provided, however,* that all United States Treasury Securities – State and Local Government Series shall be valued at par and those obligations which are redeemable at the option of the holder shall be valued at the price at which such obligations are then redeemable.

(E) Except as otherwise provided in this Indenture, the Trustee at the direction of the Treasurer or other Authorized Officer shall sell at the best price reasonably obtainable, or present for redemption, any Investment Security held in any Fund, Sub-Fund, Account or Sub-Account held by the Trustee whenever it shall be necessary to provide moneys to meet any payment or transfer from such Fund, Sub-Fund, Account or Sub-Account as the case may be. The Trustee and the Board shall not be liable or responsible for making any such investment in the manner provided above or for any loss resulting from any such investment.

ARTICLE VII

Particular Covenants and Representations of the Board

Section 701. Authority for Indenture. This Indenture is executed and delivered by the Board by virtue of and pursuant to Revenue Anticipation Act, the Local Government Debt Reform Act and the Note Resolution. The Board has ascertained and hereby determines and declares that the execution and delivery of this Indenture is necessary to meet the public purposes and obligations of the Board, that each and every act, matter, thing or course of conduct as to which provision is made herein is necessary or convenient in order to carry out and effectuate such purposes of the Board and to carry out its powers and is in furtherance of the public benefit, safety and welfare and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Notes and are contracts or agreements necessary, useful or convenient to carry out and effectuate the corporate purposes of the Board.

Section 702. Indenture to Constitute Contract. In consideration of the purchase and acceptance of Notes by those who shall hold the same from time to time, the provisions of this Indenture and any Supplemental Indenture shall be a part of the contract of the Board with the Owners of Notes and shall be deemed to be and shall constitute a contract between the Board, the Trustee and the Owners from time to time of the Notes. The Board covenants and agrees with the Owners of Notes and the Trustee that it will faithfully perform all of the covenants and agreements contained in this Indenture and in the Notes.

Section 703. Punctual Payment of Notes. Subject always to the condition that any obligation of the Board hereunder shall only be payable from the Trust Estate, the Board shall duly and punctually pay or cause to be paid the principal of every Note and the interest thereon, at the dates and places and in the manner mentioned in the Notes, according to the true intent and meaning thereof.

Section 704. Extension of Payment of Notes. If the maturity of any Note or installment of interest shall be extended pursuant to the written consent of the Owner thereof, such Note or installment of interest shall not be entitled, in case of any default under this Indenture, to the benefit of this Indenture or to payment out of the Trust Estate or Funds, Sub-Funds, Accounts and Sub-Accounts established by this Indenture or moneys held by Fiduciaries or Depositaries (except moneys held in trust for the payment of such Note or installment of interest) until the prior payment of the principal of all Notes Outstanding the maturity of which has not been extended and of such portion of the accrued interest on the Notes as shall not be represented by such extended claims for interest. Nothing herein shall be deemed to limit the right of the Board to issue (A) Additional Notes for the purpose of refunding Outstanding Notes or (B) Tax Anticipation Notes in exchange for Notes as provided in Section 709, and each such issuance shall not be deemed to constitute an extension of maturity of Notes.

Section 705. Further Assurance. At any and all times the Board shall, as far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further indentures, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming, all and singular, the Trust Estate and the rights hereby pledged or assigned, or which the Board may become bound to pledge or assign. The Board and the Trustee shall take such actions as shall be necessary from time to time to preserve the priority of the Trust Estate under State law.

Section 706. Power to Issue Notes and Pledge Trust Estate. The Board is duly authorized under all applicable laws to issue the Notes and to execute and deliver this Indenture and to pledge the Trust Estate pledged by this Indenture and to grant the lien granted by this Indenture thereon in the manner and to the extent provided in this Indenture. The Trust Estate, so pledged and subject to the lien of this Indenture, as described in Section 501, is and will be free and clear of any other pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created by this Indenture, and all action on the part of the Board to that end has been and will be duly and validly taken. The Notes and the provisions of this Indenture are and will be valid and legally enforceable obligations of the Board in accordance with their terms and the terms of this Indenture, except to the extent enforceability may be limited by bankruptcy, insolvency and other laws affecting conditions, rights or remedies and the availability of equitable remedies generally. The Board covenants that upon the date of issuance of any of the Notes, all conditions, acts and things required by the

Constitution and laws of the State and this Indenture to exist, to have happened and to have been performed precedent to or in the issuance of such Notes shall exist, have happened and have been performed.

The Board shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of and lien on the Trust Estate pledged under this Indenture, the rights of the Board to receive the Grant Receipts and to assign, pledge and apply the Grant Receipts in accordance with this Indenture and all the rights of the Owners under this Indenture against all claims and demands. The Board will not seek or support State legislation which, if enacted into law, could reasonably be expected to materially impair the security for the payment of the Notes or the Board's authority to pay the Notes from the Trust Estate.

Section 707. Indebtedness and Liens. The Board shall not issue any revenue notes or other evidences of indebtedness or incur any indebtedness, which are secured by a pledge of or lien on the Grant Receipts or the moneys, securities or funds held or set aside under this Indenture, and shall not, except as expressly authorized in this Indenture, create or cause to be created any lien or charge on the Grant Receipts or such moneys, securities or funds; *provided, however,* that nothing contained in this Indenture shall prevent the Board from issuing or incurring evidences of indebtedness payable from, or secured by the pledge of, Grant Receipts to be derived on and after such date as the pledge of the Trust Estate provided in this Indenture shall be discharged and satisfied as provided in Section 1201.

Section 708. Covenants Regarding Grant Receipts. The Board will take all actions necessary (i) to confirm, if needed, its right to receive the Grant Receipts on a timely basis and (ii) to cause Grant Receipts, when collected, to be deposited promptly with the Trustee for application in accordance with this Indenture. The Board and its officers will comply with all present and future applicable laws in order to assure that the Grant Receipts are received and paid to the Trustee for application in accordance with this Indenture.

Section 709. Exchange of Notes for Tax Anticipation Notes. (A) On or prior to October 16, 2017, the Board shall have taken all actions necessary (i) to levy real property taxes for the 2017 tax levy year for educational purposes of the School District in an amount not less than \$1,000,000,000, (ii) to extend such taxes for collection in 2018 and (iii) to authorize the issuance of Tax Anticipation Notes in an aggregate principal amount of not less than \$400,000,000.

(B) At all times on or after October 16, 2017 and until all of the Notes have been paid or provision for such payment shall have to made pursuant to Section 1201, the Board shall maintain the authority to issue Tax Anticipation Notes as Exchange Notes in a principal amount not less than the sum of (i) the principal amount of then Outstanding Notes and (ii) the principal amount of then authorized, but unissued Notes. The Board

shall not enter into an agreement or indenture with the holders of or owners of Tax Anticipation Notes or any trustee, escrow agent or fiduciary for such owners or holders that limits the ability of the Board to issue Exchange Notes in exchange for Outstanding Notes or provides for the Exchange Note a lien status or payment priority that is junior or subordinate to the highest lien status and earliest payment priority granted to the owners or holders of Tax Anticipation Notes.

(C) On January 10, 2018 and on any Business Day thereafter the Owner of any then Outstanding Note shall have the right to exchange such Outstanding Note for an Exchange Note of like principal amount, maturity and interest rate by filing with the Trustee a written direction requesting such exchange. No later than the second Business Day next following the receipt of such direction the Trustee shall transmit a notice thereof to the Treasurer. Upon receipt of such notice the Treasurer, on behalf of the Board, shall establish the Exchange Date for the exchange of such Outstanding Notes and the delivery of the Exchange Notes, such Exchange Date shall be not less than three Business Days nor more than seven Business Days after the date that the Treasurer received notice of the written direction of the Noteholder.

(D) The Board shall promptly notify the Trustee of the Exchange Date and the Trustee shall provide prompt notice of the Exchange Date to the tendering Owner together with instructions for the presentation of the Outstanding Notes to be exchanged.

(E) On the Exchange Date, tendered Outstanding Notes shall be exchanged for the Exchange Notes. Each Note exchanged for an Exchange Note shall be surrendered to the Trustee and shall be deemed to have been paid and discharged and shall no longer be Outstanding under the Indenture or the Revenue Anticipation Act.

Section 710. Accounts and Reports. The Board shall keep proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Grant Receipts and the Funds, Sub-Funds, Accounts and Sub-Accounts established by this Indenture, and which, together with all other books and financial records of the Board, shall at all reasonable times be available for the inspection of the Trustee and the Owners of not less than twenty five percent in aggregate principal amount of Outstanding Notes or their representatives duly authorized in writing.

Section 711. Equality of Security. All Notes, regardless of Series, date of issuance or incurrence and date of sale, shall be secured by the pledge contained in Section 501; and the security so pledged shall not be used for any other purpose except as expressly permitted by the terms of this Indenture.

Section 712. Equality of Notes. All Notes issued hereunder shall be on a parity and rank equally without preference, priority or distinction over any other as to security, regardless of the time or times of their issue, and the provisions, covenants and

agreements set forth in this Indenture to be performed by and on behalf of the Board shall be for the equal benefit, protection and security of the Owners of any and all Notes, except as expressly provided in this Indenture.

ARTICLE VIII

Remedies of Owners

Section 801. Events of Default. Each of the following events is hereby declared an “*Event of Default*”:

(1) if a default shall occur in the due and punctual payment of the principal or Redemption Price of any Note when and as the same shall become due and payable, whether at maturity or by call for redemption or otherwise;

(2) if a default shall occur in the due and punctual payment of interest on any Note, when and as such interest shall become due and payable;

(3) if a default shall occur in the performance or observance by the Board of any other of the covenants, agreements or conditions in this Indenture or in the Notes contained, and such default shall continue for a period of 30 days after written notice thereof to the Board by the Trustee or after written notice thereof to the Board and to the Trustee by the Owners of not less than a majority in principal amount of the Outstanding Notes, provided that if the nature of the default is such that it cannot be cured within the 30 day period but can be cured within a longer period, no Event of Default shall occur if the Board institutes corrective action within the 30 day period and diligently pursues such action until the default is corrected (provided such default is correctable); or

(4) if the Board shall file a petition seeking a composition of indebtedness under the federal bankruptcy laws or under any other applicable law or statute of the United States of America or of the State.

Section 802. Application of Funds After Default.

(A) During the continuance of an Event of Default, the Trustee shall apply all Grant Receipts and the other moneys, securities and funds constituting part of the Trust Estate as follows and in the following order:

(1) to the payment of the reasonable and proper charges and expenses of the Trustee, including the reasonable fees and expenses of counsel employed by it pursuant to this Article;

(2) to the payment of the principal of, Redemption Price of and interest on the Notes then due, as follows:

First: to the payment to the persons entitled thereto of all installments of interest then due on the Notes in the order of the maturity of such installments, together with accrued and unpaid interest on the Notes theretofore called for redemption, and, if the amount available shall not be sufficient to pay in full any installment or installments of interest maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Second: to the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Notes which shall have become due, whether at maturity or by call for redemption in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Notes due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due on such date, to the persons entitled thereto, without any discrimination or preference.

(B) If and whenever all overdue installments of principal and Redemption Price of and interest on all Notes, together with the reasonable and proper charges and expenses of the Trustee, and all other overdue sums payable by the Board under this Indenture, including the overdue principal and Redemption Price of and accrued unpaid interest on all Notes held by or for the account of the Board have been paid, or provision satisfactory to the Trustee shall be made for such payment, and all defaults under this Indenture or the Notes shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the Trustee shall pay over to the Board all moneys, securities and funds then remaining unexpended in the hands of the Trustee (except moneys, securities and funds deposited or pledged, or required by the terms of this Indenture to be deposited or pledged, with the Trustee), and thereupon the Board, the Trustee and the Owners shall be restored, respectively, to their former positions and rights under this Indenture. No such payment over to the Board by the Trustee nor such restoration of the Board and the Trustee to their former positions and rights shall extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

(C) The Board covenants that if an Event of Default shall have happened and shall not have been remedied, the books of record and account of the Board relating to the Trust Estate shall at all times be subject to the inspection and use of the Trustee and of its agents and attorneys.

Section 803. Proceedings Brought by Trustee. (A) If an Event of Default shall happen and shall not have been remedied, then and in every such case, the Trustee, by its agents and attorneys, may proceed, and upon identical written request of the Owners of

not less than a majority in aggregate principal amount of the Notes then Outstanding and upon being indemnified to its satisfaction shall proceed, to protect and enforce its rights and the rights of the Owners of the Notes under this Indenture forthwith by a suit or suits in equity or at law, including by writ of mandamus, whether for the specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for an accounting against the Board as if the Board were the trustee of an express trust, or in the enforcement of any other legal or equitable right as the Trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under this Indenture.

(B) All rights of action under this Indenture may be enforced by the Trustee without the possession of any of the Notes or the production thereof in any suit or other proceeding, and any such suit or other proceeding instituted by the Trustee shall be brought in its name.

(C) All actions against the Board under this Indenture shall be brought in a State or federal court located in the County of Cook, Illinois.

(D) The Owners of not less than a majority in aggregate principal amount of the Notes then Outstanding may direct the time, method and place of conducting any proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture or for the enforcement of any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, *provided* that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken, or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to the Owners not parties to such direction.

(E) Upon commencing any suit at law or in equity or upon commencement of other judicial proceedings by the Trustee to enforce any right under this Indenture, the Trustee shall be entitled to exercise any and all rights and powers conferred in this Indenture and provided to be exercised by the Trustee upon the occurrence of any Event of Default.

(F) Regardless of the happening of an Event of Default, the Trustee shall have power, but unless requested in writing by the Owners of a majority in aggregate principal amount of the Notes then Outstanding, and furnished with reasonable security and indemnity, shall be under no obligation, to institute and maintain such suits and proceedings as may be necessary or expedient to prevent any impairment of the security under this Indenture and to preserve or protect its interests and the interest of the Owners.

Section 804. Restriction on Owners' Action. (A) No Owner of any Note shall have any right to institute any suit or proceeding at law or in equity for the enforcement

or violation of any provision of this Indenture or the execution of any trust under this Indenture or for any remedy under this Indenture, unless such Owner shall have previously given to the Trustee written notice of the happening of an Event of Default, as provided in this Article, and the Owners of at least a majority in aggregate principal amount of the Notes then Outstanding shall have filed a written request with the Trustee, and shall have offered it reasonable opportunity either to exercise the powers granted in this Indenture or by the laws of the State or to institute such suit or proceeding in its own name, and unless such Owners shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or failed to comply with such request within 30 days after receipt by it of such notice, request and offer of indemnity, it being understood and intended that no one or more Owners of Notes shall have any right in any manner whatever by its or their action to affect, disturb or prejudice the pledge created by this Indenture or to enforce any right under this Indenture, except in the manner herein provided; and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner provided in this Indenture and for the equal benefit of all Owners of the Outstanding Notes, subject only to the provisions of Section 704.

(B) Nothing in this Indenture or in the Notes contained shall affect or impair the obligation of the Board, which is absolute and unconditional, to pay at the respective dates of maturity and places therein expressed the principal of and interest on the Notes to the respective Owners thereof, or affect or impair the right of action, which is also absolute and unconditional, of any Owner to enforce by any suit or proceeding, including by writ of mandamus, such payment of its Note solely from the sources provided herein and the Supplemental Indenture pursuant to which such Note was issued.

Section 805. Remedies Not Exclusive. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or the Owners is intended to be exclusive of any other remedy, but each remedy shall be cumulative and shall be in addition to every other remedy given under this Indenture or existing at law or in equity or by statute on or after the date of the execution and delivery of this Indenture.

Section 806. Effect of Waiver and Other Circumstances. (A) No delay or omission of the Trustee or any Owner to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such default or be an acquiescence therein.

(B) The Owners of not less than two-thirds in aggregate principal amount of the Notes then Outstanding, or their attorneys-in-fact duly authorized may on behalf of the Owners of all of the Notes waive any past default under this Indenture and its consequences, except a default in the payment of interest on or principal or Redemption Price of any of the Notes. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 807. Notices of Default. The Trustee shall promptly mail written notice of the occurrence of any Event of Default to the Owners of the Notes.

ARTICLE IX

Concerning the Fiduciaries

Section 901. Trustee; Appointment and Acceptance of Duties. The Trustee hereby accepts and agrees to the trusts hereby created, but only upon the additional terms set forth in this Article, to all of which the Board agrees and the respective Owners of the Notes, by their purchase and acceptance thereof, agree. Except during the continuance of an Event of Default, the Trustee undertakes such duties and only such duties as are specifically set forth in this Indenture.

Section 902. Paying Agents; Appointment and Acceptance of Duties. (A) The Board shall appoint one or more Paying Agents for the Notes of each Series, and may at any time or from time to time appoint one or more other Paying Agents having the qualifications set forth in Section 914 for a successor Paying Agent. The Trustee is hereby appointed as a Paying Agent for each Series.

(B) The Trustee hereby accepts the duties and obligations imposed upon it as Paying Agent by this Indenture. Each other Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the Board and to the Trustee a written acceptance thereof.

(C) Unless otherwise provided, the corporate trust offices of the Paying Agents in the City of Chicago, Illinois are designated as the respective offices or agencies of the Board for the payment of the principal or Redemption Price of the Notes.

Section 903. Registrar; Appointment and Acceptance of Duties. (A) The Board shall appoint a Registrar for each Series of Notes. Each Registrar shall have the qualifications set forth in Section 915 for a successor Registrar. The Trustee or any Paying Agent may be appointed a Registrar.

(B) The Trustee accepts the duties and obligations imposed upon it as Registrar by this Indenture. Each Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the Board and to the Trustee a written acceptance thereof.

Section 904. Responsibilities of Fiduciaries. (A) The recitals of fact herein and in the Notes contained shall be taken as the statements of the Board and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of this Indenture or of any Notes issued hereunder or as to the security afforded by this Indenture, and no Fiduciary shall incur

any liability in respect thereof. The Trustee shall, however, be responsible for any representation contained in its certificate on the Notes. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to the Board or to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. Subject to the provisions of Subsection (B) of this Section, each Fiduciary undertakes to perform such duties and only such duties as are specifically set forth in the Indenture and no Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or misconduct. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty. The Trustee shall not be responsible for the recording or re-recording, filing or re-filing of this Indenture, or any supplement or amendment thereto, or the filing of financing statements, or for the validity of the execution by the Board of this Indenture, or of any supplemental indentures or instruments of further assurance, or for the sufficiency of the security for the Notes issued hereunder or intended to be secured hereby, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the security hereof. The Trustee may (but shall be under no duty to) require of the Board full information and advice as to the performance of the covenants, conditions and agreements in this Indenture and shall make its best efforts, but without any obligation, to advise the Board of any impending default known to the Trustee.

(B) In case an Event of Default has occurred and has not been remedied or waived, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Any provision of this Indenture relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Article.

(C) Before taking any action under this Indenture relating to an event of default or in connection with its duties under this Indenture other than making payments of principal and interest on the Notes as they become due, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances and except liability which is adjudicated to have resulted from its negligence or willful default in connection with any action so taken.

Section 905. Evidence on Which Fiduciaries May Act. (A) Each Fiduciary shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion (including any Counsel's Opinion), or other paper or document

furnished to it pursuant to and conforming to the requirements of this Indenture, and believed by it to be genuine and to have been signed or presented by the proper party or parties.

(B) Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter (unless this Indenture specifically requires other evidence thereof) may be deemed to be conclusively proved and established by a Certificate of an Authorized Officer, but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

(C) Except as otherwise expressly provided in this Indenture, any request, order, notice or other direction required or permitted to be furnished by the Board to any Fiduciary shall be sufficiently executed if signed by an Authorized Officer.

Section 906. Compensation. Unless otherwise determined by agreement between the Board and each Fiduciary, the Board shall pay each Fiduciary from time to time reasonable compensation for services rendered under this Indenture, as well as pay and/or reimburse each Fiduciary for the reasonable fees and expenses related to extraordinary services rendered by each Fiduciary, including without limitation reasonable fees and expenses of such Fiduciary's counsel. Upon an Event of Default, the Fiduciaries shall have a right of payment prior to payment on account of principal of, or premium, if any, or interest on, any Note for the foregoing fees and expenses incurred; provided, that in no event shall the Fiduciaries have any such prior right of payment or claim therefor against any moneys or obligations deposited with or paid to the Fiduciaries for the redemption or payment of Notes, which are deemed to have been paid in accordance with Section 1201.

Section 907. Certain Permitted Acts. Any Fiduciary may become the Owner of any Notes, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depositary for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Notes or this Indenture, whether or not any such committee shall represent the Owners of a majority in aggregate principal amount of the Notes then Outstanding. Any Fiduciary may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents or receivers and shall not be answerable for the conduct of the same if appointed with due care hereunder, and shall be entitled to advice of counsel concerning all matters of trusts hereof and duties hereunder, and may in all cases pay such reasonable compensation to any attorney, agent, receiver, or employee retained or employed by it in connection herewith. Any Fiduciary may act upon the opinion or advice of an attorney or accountant selected by it in the exercise of reasonable care or, if selected or retained by the Board, approved by the Trustee in the exercise of

such care. A Fiduciary shall not be responsible for any loss or damage resulting from any action or nonaction based on its good faith reliance upon such opinion or advice.

At any and all reasonable times, the Trustee, and its duly authorized agents, attorneys, experts, accountants and representatives, shall have the right fully to inspect any and all books, papers and records of the Board pertaining to the Notes, and to take such memoranda from and in regard thereto as may be desired.

Section 908. Resignation of Trustee. The Trustee may at any time resign and be discharged of the duties and obligations imposed upon it by this Indenture by giving not less than 30 days' written notice to the Board, all Owners of the Notes, the Depositaries and the other Fiduciaries, and such resignation shall take effect upon the day specified in such notice but only if a successor shall have been appointed by the Board or the Owners as provided in Section 910, in which event such resignation shall take effect immediately on the appointment of such successor whether or not the date specified for such resignation to take effect has arrived. If a successor Trustee shall not have been appointed within a period of 60 days following the giving of notice, then the Trustee shall be authorized to petition any court of competent jurisdiction to appoint a successor Trustee as provided in Section 910.

Section 909. Removal of Trustee. The Trustee may be removed at any time by an instrument in writing delivered to the Trustee and signed by an Authorized Officer on behalf of the Board; *provided, however*, that if an Event of Default shall have occurred and be continuing, the Trustee may be so removed by the Board only with the written concurrence of the Owners of a majority in aggregate principal amount of Notes then Outstanding. The Trustee may be removed at any time by the Owners of a majority in aggregate principal amount of the Notes then Outstanding, excluding any Notes held by or for the account of the Board, by an instrument or concurrent instruments in writing signed and duly acknowledged by such Owners or their attorneys-in-fact duly authorized, and delivered to the Board. Copies of each such instrument shall be delivered by the Board to each Fiduciary.

Section 910. Appointment of Successor Trustee. (A) In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer or court shall take charge or control of the Trustee, or of its property or affairs, a successor may be appointed by the Owners of a majority in principal amount of the Notes then Outstanding, excluding any Notes held by or for the account of the Board, by an instrument or concurrent instruments in writing signed by such Owners or their attorneys duly authorized in writing and delivered to such successor Trustee, notification thereof being given to the Board, each Fiduciary and the predecessor Trustee. Pending such appointment, the Board shall forthwith appoint a Trustee to fill such vacancy until a successor Trustee (if any) shall be appointed by Owners as herein authorized. The Board shall mail notice to each Fiduciary

and to Owners of any such appointment within 20 days after such appointment. Any successor Trustee appointed by the Board shall, immediately and without further act, be superseded by a Trustee appointed by the Owners. If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within 45 days after the Trustee shall have given to the Board written notice of resignation as provided in Section 908 or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as said court may deem proper and prescribe, appoint such successor Trustee.

(B) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a bank or trust company or national banking association, doing business and having a corporate trust office in the State, and having a capital and undivided surplus aggregating at least \$20,000,000, if there be such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

Section 911. Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to its predecessor Trustee, and also to the Board, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee; but the predecessor Trustee shall nevertheless, on the written request of the Board or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurances and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all its right, title and interest in and to any property held by it under this Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument from the Board be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such moneys, estates, properties, rights, powers and duties, such deed, conveyance or instrument shall be executed, acknowledged and delivered by the Board. Any such successor Trustee shall promptly notify the Paying Agents of its appointment as Trustee.

Section 912. Merger or Consolidation. Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which all or substantially all of the corporate trust business of any Fiduciary may be sold or transferred, shall be the successor to such Fiduciary and be bound to the

obligations and duties of such Fiduciary hereunder without the execution or filing of any paper or the performance of any further act, unless such successor delivers written notice of its resignation pursuant to the provisions of this Article; *provided, however*, that such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association and shall be authorized by law to perform all the duties imposed upon it by this Indenture.

Section 913. Adoption of Authentication. In case any of the Notes contemplated to be issued under this Indenture shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Notes and deliver such Notes so authenticated; and in case any of the said Notes shall not have been authenticated, any successor Trustee may authenticate such Notes in the name of the predecessor Trustee or in its own name.

Section 914. Resignation or Removal of Paying Agent and Appointment of Successor. (A) Any Paying Agent may at any time resign and be discharged of the duties and obligations imposed upon it by this Indenture by giving at least 30 days' written notice to the Board and the other Fiduciaries. Any Paying Agent may be removed at any time by an instrument signed by an Authorized Officer and filed with such Paying Agent and the Trustee. Any successor Paying Agent shall be appointed by the Board and shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, having a capital and undivided surplus aggregating at least \$20,000,000, willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

(B) In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or if there be no successor, to the Trustee and shall be subject to audit of all of its books, records and accounts with respect to the Notes. In the event that for any reason there shall be a vacancy in the office of any Paying Agent, the Trustee shall act as such Paying Agent.

Section 915. Resignation or Removal of Registrar and Appointment of Successor. (A) Any Registrar may at any time resign and be discharged of the duties and obligations imposed upon it by this Indenture by giving at least 30 days' written notice to the Board and the other Fiduciaries. Any Registrar may be removed at any time by an instrument signed by an Authorized Officer and filed with such Registrar and the Trustee. Any successor Registrar shall be appointed by the Board and shall be a bank, trust company or national banking association doing business and having an office in the State or in the Borough of Manhattan, in the City and State of New York, if there be such a bank, trust company or national banking association willing and able to accept the

office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

(B) In the event of the resignation or removal of any Registrar, such Registrar shall deliver all books, records and other property including the bond register of the Board to its successor, or if there be no successor, to the Trustee. In the event that for any reason there shall be a vacancy in the office of any Registrar, the Trustee shall act as such Registrar.

Section 916. Trustee Not Deemed to Have Notice of Default. The Trustee shall not be deemed to have notice of any default hereunder, except a Note payment default under clause (1) or (2) of Section 801 or the failure of the Board to file with the Trustee any document required by this Indenture, unless any officer in its corporate trust office shall have actual knowledge thereof or the Trustee shall be specifically notified in writing of such default by the Board, by the Owners of not less than a majority in aggregate principal amount of the Notes then Outstanding. All notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the corporate trust office of the Trustee.

Section 917. Monthly Report by Trustee. Within twenty days after the end of each calendar month, the Trustee shall prepare a written report for each Fund, Sub-Fund, Account and Sub-Account held by it pursuant to the provisions of this Indenture. Such report shall set out the receipts and disbursements, both principal and income, and shall list the Investment Securities held by the Trustee at the end of the month. A copy of each such report shall be furnished to the Board and any Persons designated by the Board.

In addition, the Trustee shall, at any time when requested, furnish to the Board and any Persons designated by the Board a report of the amount of moneys, including Investment Securities, held in each Fund, Sub-Fund, Account or Sub-Account by the Trustee. For purposes of this certification, the Investment Securities in each such Fund, Sub-Fund, Account and Sub-Account shall be treated as having a value equal to their aggregate market value as of the date of the request.

ARTICLE X

Supplemental Indentures

Section 1001. Supplemental Indentures Not Requiring Consent of Owners. The Board and the Trustee may without the consent of, or notice to, any of the Owners, enter into a Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

- (1) to authorize a Series of Notes and to specify, determine or authorize any matters and things concerning any such Series which are not contrary to or inconsistent with this Indenture;
- (2) to close this Indenture against, or impose additional limitations or restrictions on, the issuance of Notes, or of other notes, bonds, obligations or evidences of indebtedness;
- (3) to impose additional covenants or agreements to be observed by the Board;
- (4) to impose other limitations or restrictions upon the Board;
- (5) to surrender any right, power or privilege reserved to or conferred upon the Board by this Indenture;
- (6) to confirm, as further assurance, any pledge of or lien upon the Trust Estate or any other moneys, securities or funds;
- (7) to cure any ambiguity, omission or defect in this Indenture;
- (8) to provide for the appointment of a successor securities depository in the event any Series of Notes is held in book-entry only form;
- (9) to provide for the appointment of any successor Fiduciary;
- (10) to conform the provisions of the Indenture to the provisions of the Revenue Anticipation Act, the Local Government Debt Reform Act, the School Code, the Code and Regulations, or other applicable law; and
- (11) to make any other change which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Owners.

Section 1002. Supplemental Indentures Effective upon Consent of Owners. Any Supplemental Indenture not effective in accordance with Section 1001 shall take effect only if permitted and approved and in the manner prescribed by Article XI.

Section 1003. Filing of Counsel's Opinion. Each Supplemental Indenture described in Section 1001 shall be accompanied, when filed with the Trustee, by a Counsel's Opinion to the effect that such Supplemental Indenture has been duly authorized by the Board in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture and, when executed and delivered, will be valid and binding upon the Board, the Owners and the Trustee.

ARTICLE XI

Amendments

Section 1101. Mailing. Any provision in this Article for the mailing of a notice or other information to Owners shall be fully complied with if it is mailed by first class mail, postage prepaid or delivered only to each Owner of Notes then Outstanding at its address, if any, appearing upon the registration books of the Board kept by the Registrar.

Section 1102. Powers of Amendment. Except for Supplemental Indentures described in Section 1001, any modification or amendment of this Indenture and of the rights and obligations of the Board and of the Owners of the Notes hereunder, in any particular, may be made by a Supplemental Indenture with the written consent given as provided in Section 1103 hereof of the Owners of at least a majority in aggregate principal amount of the Notes then Outstanding at the time such consent is given; *provided, however*, that if such modification or amendment will, by its terms, not take effect so long as any Notes of any specified like Series and maturity remain Outstanding, the consent of the Owners of such Notes shall not be required and such Notes shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Notes under this Section. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Notes, or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Owner of such Note, or shall reduce the percentages or otherwise affect the classes of Notes the consent of the Owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

For the purposes of this Section, a Series shall be deemed to be affected by a modification or amendment of this Indenture if the same adversely affects or diminishes the rights of the Owners of Notes of such Series. The Trustee may in its discretion determine whether or not the rights of the Owners of Notes of any particular Series or maturity would be adversely affected or diminished by any such modification or amendment, and its determination shall be binding and conclusive on the Board and all Owners of the Notes.

Section 1103. Consent of Owners. The Board may at any time authorize the execution and delivery of a Supplemental Indenture making a modification or amendment permitted by the provisions of Section 1102, to take effect when and as provided in this Section.

Upon the authorization of such Supplemental Indenture, a copy thereof shall be delivered to and held by the Trustee for the inspection of the Owners. A copy of such Supplemental Indenture (or summary thereof or reference thereto in form approved by the Trustee) together with a request to Owners for their consent thereto in form

satisfactory to the Trustee, shall be mailed to the Owners, but failure to mail such copy and request shall not affect the validity of such Supplemental Indenture when consented to as in this Section provided. Such Supplemental Indenture shall not be effective unless and until, and shall take effect in accordance with its terms when (a) there shall have been filed with the Trustee (i) the written consents of the Owners of the required principal amount of Outstanding Notes, and (ii) a Counsel's Opinion stating that the execution and delivery of such Supplemental Indenture has been duly authorized by the Board in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture and, when effective, will be valid and binding upon the Board, the Owners and the Trustee, and (b) a notice shall have been mailed as hereinafter in this Section provided. A certificate or certificates by the Trustee delivered to the Board that consents have been given by the Owners of the Notes described in such certificate or certificates of the Trustee shall be conclusive. Any such consent shall be binding upon the Owner of the Notes giving such consent and upon any subsequent Owner of such Notes and of any Notes issued in exchange therefor whether or not such subsequent Owner has notice thereof; *provided, however*, that any consent may be revoked by any Owner of such Notes by filing with the Trustee, prior to the time when the Trustee's written statement hereafter in this Section referred to is filed, a written revocation, with proof that such Notes are held by the signer of such revocation. The fact that a consent has not been revoked may be proved by a certificate of the Trustee to the effect that no revocation thereof is on file with it. Any consent, or revocation thereof, may be delivered or filed prior to any mailing or publication required by this Article and shall not be deemed ineffective by reason of such prior delivery or filing.

Within 15 days of any date on which the consents on file with the Trustee and not theretofore revoked shall be sufficient under this Section, the Trustee shall make and deliver to the Board a written statement that the consents of the Owners of the required principal amount of Outstanding Notes have been filed with the Trustee. Such written statement shall be conclusive that such consents have been so filed. Any time thereafter notice, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required principal amount of Outstanding Notes and will be effective as provided in this Section, shall be given by mailing to the Owners (but failure to mail such notice or any defect therein shall not prevent such Supplemental Indenture from becoming effective and binding). The Trustee shall deliver to the Board proof of the mailing of such notice. A record, consisting of the information required or permitted by this Section to be delivered by or to the Trustee, shall be proof of the matters therein stated.

Section 1104. Modifications by Unanimous Action. The Indenture and the rights and obligations of the Board and of the Owners of the Notes thereunder may be modified or amended in any respect by a Supplemental Indenture effecting such modification or amendment and with the consents of the Owners of all the Notes then Outstanding, each such consent to be accompanied by proof of the holding at the date of

such consent of the Notes with respect to which such consent is given. Such Supplemental Indenture shall take effect upon the filing (a) with the Trustee of (i) a copy thereof, (ii) such consents and accompanying proofs and (iii) the Counsel's Opinion referred to in Section 1103 and (b) with the Board of the Trustee's written statement that the consents of the Owners of all Outstanding Notes have been filed with it. No mailing or publication of any Supplemental Indenture (or reference thereto or summary thereof) or of any request or notice shall be required. No such modification or amendment, however, shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

Section 1105. Exclusion of Notes. Notes owned or held by or for the account of the Board shall not be deemed Outstanding and shall be excluded for the purpose of any calculation required by this Article. At the time of any consent or other action taken under this Article, the Board shall furnish the Trustee a certificate of an Authorized Officer, upon which the Trustee may rely, identifying all Notes so to be excluded.

Section 1106. Notation on Notes. Notes authenticated and delivered after the effective date of any action taken as in Article X or this Article provided may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the Board and the Trustee as to such action, and upon demand of the Owner of any Note Outstanding at such effective date and presentation of its Note to the Trustee, suitable notation shall be made on such Note by the Trustee as to any such action. If the Board or the Trustee shall so determine, new Notes so modified which, in the opinion of the Trustee and the Board, conform to such action may be prepared, authenticated and delivered, and upon demand of the Owner of any Note then Outstanding shall be exchanged, without cost to such Owner, for such Note then Outstanding.

ARTICLE XII

Miscellaneous

Section 1201. Defeasance. (A) If the Board shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Notes the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, then the pledge of the Trust Estate and other moneys and securities pledged under this Indenture and all covenants, agreements and other obligations of the Board to the Owners shall thereupon be discharged and satisfied. In such event, the Trustee, upon request of the Board, shall provide an accounting of the assets managed by the Trustee to be prepared and filed with the Board for any year or part thereof requested, and shall execute and deliver to the Board all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiduciaries shall pay over or deliver to the Board all moneys and securities held by them pursuant to this Indenture which are not required for the payment of Notes not previously

surrendered for such payment or redemption. If the Board shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all Outstanding Notes of a particular Series, maturity within a Series or portion of any maturity within a Series, the principal or Redemption Price, if applicable, thereof and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, such Notes shall cease to be entitled to any lien, benefit or security under this Indenture, and all covenants, agreements and obligations of the Board to the Owners of such Notes and to the Trustee shall thereupon be discharged and satisfied.

(B) Notes or interest installments for the payment or redemption of which moneys shall have been set aside and held in trust by the Trustee at or prior to their maturity or redemption date shall be deemed to have been paid within the meaning of and with the effect expressed in this Section 1201 if the Board shall have delivered to or deposited with the Trustee (i) irrevocable instructions to pay or redeem all of said Notes in specified amounts no less than the respective amounts of, and on specified dates no later than the respective due dates of, their principal, (ii) irrevocable instructions to publish or mail the required notice of redemption of any Notes so to be redeemed, (iii) either moneys in an amount which shall be sufficient, or Defeasance Obligations the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Notes on and prior to each specified redemption date or maturity date thereof, as the case may be, (iv) if any of said Notes are not to be redeemed within the next succeeding 60 days, irrevocable instructions to mail to all Owners of said Notes a notice that such deposit has been made with the Trustee and that said Notes are deemed to have been paid in accordance with this Section and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, of said Notes, (v) if any of said Notes are not to be paid within the next succeeding 60 days, a report of a certified public accountant or a firm of certified public accountants verifying the sufficiency of such Defeasance Obligations and moneys to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Notes on and prior to each specified redemption date or maturity date thereof, as the case may be, and (vi) a Counsel's Opinion to the effect that said Notes are no longer Outstanding under the Indenture. The Trustee shall execute a certificate confirming the defeasance of said Notes and the satisfaction of the foregoing conditions. The Defeasance Obligations and moneys deposited with the Trustee pursuant to this Section shall be held in trust for the payment of the principal or Redemption Price, if applicable, and interest on said Notes. No payments of principal of any such Defeasance Obligations or interest thereon shall be withdrawn or used for any purpose other than the payment of such principal or Redemption Price of, or interest on, said Notes unless after such withdrawal the amount held by the Trustee and interest to accrue on Defeasance Obligations so held shall be sufficient to provide fully for the payment of

the principal of or Redemption Price and interest on such Notes, at maturity or upon redemption, as the case may be.

(C) Each Fiduciary shall continue to be entitled to reasonable compensation for all services rendered under this Indenture, notwithstanding that any Notes are deemed to be paid pursuant to this Section 1201.

(D) Any moneys held by a Fiduciary in trust for the payment and discharge of any of the Notes which remain unclaimed for two years after the date when Notes have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for two years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when such Notes become due and payable, shall, at the written request of the Board, be repaid by the Fiduciary to the Board, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged with respect thereto and the Owners of such Notes shall look only to the Board for the payment of such Notes.

Section 1202. Evidence of Signatures of Owners and Ownership of Notes.

(A) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the holding by any Person of the Notes shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner, or in any other manner satisfactory to the Trustee, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

(1) The fact and date of the execution by any Owner or its attorney of such instruments may be proved by a guarantee of the signature thereon by a bank, national banking association or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instruments acknowledged to that person the execution thereof, or by an affidavit of witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate or affidavit shall also constitute sufficient proof of authority.

(2) The ownership of Notes and the amount, numbers and other identification and date of holding the same shall be proved by the registration book maintained by the Registrar.

(B) Any request or consent by the Owner of any Note shall bind all future Owners of such Note in respect of anything done or suffered to be done by the Board or any Fiduciary in accordance therewith.

Section 1203. Moneys Held for Particular Notes. The amounts held by any Fiduciary for the payment of interest, principal or Redemption Price due on any date with respect to particular Notes shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Notes entitled thereto.

Section 1204. Preservation and Inspection of Documents. All documents received by any Fiduciary under the provisions of this Indenture, shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Board, any other Fiduciary, and any Owner and their agents and their representatives, any of whom may make copies thereof.

Section 1205. Cancellation and Destruction of Notes. All Notes paid or redeemed, either at or before maturity, and all mutilated Notes surrendered pursuant to Section 307 or Section 709, shall be delivered to the Trustee when such payment or redemption is made or upon surrender, as the case may be, and such Notes, together with all Notes purchased by the Trustee, shall thereupon be promptly cancelled. Notes so cancelled may at any time be destroyed by the Trustee, who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the Notes so destroyed, and one executed certificate shall be delivered to the Board and the other retained by the Trustee.

Section 1206. Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the Board, the Fiduciaries and the Owners of the Notes, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Board shall be for the sole and exclusive benefit of the Board, the Fiduciaries and the Owners of the Notes.

Section 1207. No Recourse. (A) No recourse shall be had for the payment of the principal or Redemption Price of or interest on the Notes or for any claim based thereon or on this Indenture against any past, present or future member of the Board, officer, employee or agent of the Board, or any successor, public body or any person executing the Notes, either directly or through the Board, under any rule of law or equity, statute or constitution or otherwise, and all such liability of any such officers, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of the Notes.

(B) No member of the Board, officer, agent or employee of the Board shall be individually or personally liable for the payment of the principal or Redemption Price of

or interest on the Notes; but nothing herein contained shall relieve any such officer, director, agent or employee from the performance of any official duty provided by law.

(C) All covenants, stipulations, obligations and agreements of the Board contained in this Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the Board to the full extent authorized and permitted by the Constitution and laws of the State, and no covenants, stipulations, obligations or agreements contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the Board, officer, agent or employee of the Board in his or her individual capacity, and no officer executing the Notes shall be liable personally on the Notes or be subject to any personal liability or accountability by reason of the issue thereof. No member of the Board, officer, director, agent or employee of the Board shall incur any personal liability in acting or proceeding or in not acting or not proceeding in accordance with the terms of this Indenture.

(D) This Section does not limit any liability under Section 11 of the Revenue Anticipation Act.

Section 1208. Successors and Assigns. Whenever in this Indenture the Board is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in this Indenture contained by or on behalf of the Board shall bind and inure to the benefit of its successors and assigns whether so expressed or not.

Section 1209. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Indenture on the part of the Board or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Indenture.

Section 1210. Notices. Any notice, demand, direction, request or other instruments authorized or required by this Indenture to be given to, delivered to or filed with the Board or the Trustee shall be deemed to have been sufficiently given, delivered or filed for all purposes of the Indenture if and when sent by registered mail, return receipt requested:

To the Board, if addressed to:	Board of Education of the City of Chicago 42 West Madison Street 2 nd Floor Chicago, Illinois 60602 Attention: Senior Vice President of Finance
--------------------------------	--

With a copy to:

Board of Education of the City of Chicago
42 West Madison Street
2nd Floor
Chicago, Illinois 60602
Attention: Treasurer

and

Board of Education of the City of Chicago
42 West Madison Street
Chicago, Illinois 60602
Attention: General Counsel

to such other address as may be designated in writing by the Board to the Trustee; and

To the Trustee, if addressed to:

Chicago, Illinois 606__
Attention: Corporate Trust Department

or at such other address as may be designated in writing by the Trustee to the Board.

Section 1211. Construction. The Indenture and all Supplemental Indentures shall be construed in accordance with the provisions of State law.

Section 1212. Multiple Counterparts. The Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Board of Education of the City of Chicago has caused this Trust Indenture to be executed in its name and on its behalf by its Senior Vice President of Finance and attested by its Secretary and _____, as Trustee, has caused this Trust Indenture to be executed on its behalf and attested by its authorized officers, all as of the day and year first above written.

**BOARD OF EDUCATION OF THE
CITY OF CHICAGO**

Senior Vice President of Finance

Attest:

Secretary

Authorized Officer

Attest:

Authorized Officer



FORM OF SUPPLEMENTAL TRUST INDENTURE

FIRST SUPPLEMENTAL INDENTURE

by and between

BOARD OF EDUCATION OF THE CITY OF CHICAGO

and

as Trustee

Dated as of _____, 2017

SECURING BOARD OF EDUCATION OF THE CITY OF CHICAGO
GRANT ANTICIPATION REVENUE NOTES, SERIES 2017A

TABLE OF CONTENTS

	<u>Page</u>
Parties	1
ARTICLE I Definitions and Construction	3
Section 101. Definitions.....	3
Section 102. Interpretations	3
ARTICLE II Authorization and Issuance of 2017A Notes.....	4
Section 201. Authorization of 2017A Notes.....	4
Section 202. General Provisions for Issuance	4
Section 203. Terms of 2017A Notes.....	4
Section 204. Application of Proceeds	6
Section 205. Optional Redemption	6
Section 206. Redemption at the Election or Direction of the Board	6
Section 207. Selection of 2017A Notes to Be Redeemed.....	7
Section 208. Notice of Redemption	7
Section 209. Payment of Redeemed 2017A Notes	8
ARTICLE III Particular Covenants of the Board	8
Section 301. Authority for First Supplemental Indenture.....	8
Section 302. Indenture to Constitute Contract.....	9
Section 303. Limited Obligations	9
Section 304. Tax Covenants	9
ARTICLE IV Miscellaneous	10
Section 401. Trustee Acceptance of Duties	10
Section 402. Appointment of Fiduciaries	10
Section 403. Amendment or Modifications.....	10
Section 404. Defeasance	10
Section 405. Preservation and Inspection of Documents	10
Section 406. Parties Interested Herein	10
Section 407. Successors and Assigns.....	10
Section 408. Severability of Invalid Provisions.....	11
Section 409. Notices	11
Section 410. Construction.....	12
Section 411. Multiple Counterparts	12
Exhibit A Form of 2017 Notes	A-1

THIS FIRST SUPPLEMENTAL INDENTURE dated as of _____, 2017 (the "*Frist Supplemental Indenture*"), by and between the Board of Education of the City of Chicago, a school district organized and existing under the laws of the State of Illinois (the "*Board*"), and _____, an Illinois banking corporation duly organized, existing and authorized to accept and execute trusts of the character herein set out, as Trustee (the "*Trustee*") under the Master Trust Indenture dated as of June 1, 2017, by and between the Board and the Trustee securing Board of Education of the City of Chicago Grant Anticipation Revenue Notes (the "*Indenture*").

W I T N E S S E T H:

WHEREAS, on May 24, 2017, the Board adopted Resolution 17-0524-RS_ (the "*Note Resolution*") authorizing the issuance, from time to time, in one or more series, of its Grant Anticipation Revenue Notes in an aggregate principal amount not to exceed \$396,500,000 (the "*2017 Authorized Notes*"); and

WHEREAS, this First Supplemental Indenture is entered into pursuant to clause (1) of Section 1001 of the Indenture and the Note Resolution to authorize the issue of the 2017A Notes as a Series of Notes under the Indenture (each as herein defined) and to specify, determine and authorize any matters and things concerning such Series which are not contrary to or inconsistent with the Indenture; and

WHEREAS, each Series 2017A Note, when issued, will be secured by a pledge of, lien on and security interest in the Trust Estate as defined in the Indenture; and

WHEREAS, the Board has determined to issue the 2017A Notes in the aggregate principal amount of \$ _____ pursuant to the Revenue Anticipation Act, 50 Illinois Compiled Statutes 425 and the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350, the Note Resolution and the Indenture; and

WHEREAS, _____, as Trustee under the Indenture has accepted its appointment as Trustee and does hereby acknowledge and accept the powers, duties and obligations of the Trustee under this First Supplemental Indenture; and

WHEREAS, all things necessary to make the 2017A Notes, when authenticated by the Trustee and issued as in the Indenture and in this First Supplemental Indenture provided, the valid, binding and legal limited obligations of the Board according to the import thereof, and to constitute the Indenture and this First Supplemental Indenture as a valid pledge of and grant of a lien on the Trust Estate for the purpose of securing the payment of the principal of, premium, if any, and interest on the 2017A Notes have been done and performed, in due form and time, as required by law; and

WHEREAS, the execution and delivery of this First Supplemental Indenture and the execution and issuance of the 2017A Notes, subject to the terms hereof, have in all respects been duly authorized;

GRANTING CLAUSES

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH:

That in order to secure the payment of the principal of, premium, if any, and interest on the 2017A Notes under the Indenture, according to the import thereof, and the performance and observance of each and every covenant and condition herein and in the 2017A Notes contained, and for and in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the 2017A Notes by the respective Owners (as hereinafter defined) thereof, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the 2017A Notes shall be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become Owners thereof, the Board does hereby confirm the pledge of and lien on the following Trust Estate to the Trustee and its successors in trust and assigns, to the extent provided in the Indenture:

- (a) The Grant Receipts (as defined in the Indenture);
- (b) All moneys and securities and earnings thereon in all Funds, Sub-Funds, Accounts and Sub-Accounts established pursuant to the Indenture and the First Supplemental Indenture for the payment and security of the 2017A Notes; and
- (c) Any and all other moneys and securities furnished from time to time to the Trustee by the Board or on behalf of the Board or by any other persons to be held by the Trustee under the terms of the Indenture or this First Supplemental Indenture.

THIS FIRST SUPPLEMENTAL INDENTURE FURTHER WITNESSETH that, in addition to the terms, conditions and covenants of the Indenture, the Board, the Trustee and the Owners of the 2017A Notes, hereby agree to be bound by the terms, conditions and covenants of this First Supplemental Indenture, as follows:

ARTICLE I

Definitions and Construction

Section 101. Definitions. All capitalized terms used in this First Supplemental Indenture, unless otherwise defined, shall have the same meaning as set forth in Section 101 of the Indenture. In addition, the following terms shall, for all purposes of this First Supplemental Indenture, have the following meanings unless a different meaning clearly appears from the context:

“*Authorized Denominations*” means \$100,000 or any integral multiple of \$5,000 in excess of \$100,000.

“*DTC*” means The Depository Trust Company, as securities depository for the 2017A Notes.

“*DTC Participant*” shall mean any securities broker or dealer, bank, trust company, clearing corporation or other organization depositing 2017A Notes with DTC.

“*First Supplemental Indenture*” means this First Supplemental Indenture, dated as of _____, 2017, by and between the Board and the Trustee, as from time to time amended and supplemented.

“*Indenture*” means the Master Trust Indenture, dated as of June 1, 2017, by and between the Board and the Trustee, securing Board of Education of the City of Chicago Grant Anticipation Revenue Notes, as from time to time amended and supplemented.

“*Owner*” means any person who shall be the registered owner of any 2017A Note or Notes.

“*2017A Notes*” means the \$_____ principal amount of the Grant Anticipation Revenue Notes, Series 2017A, of the Board authorized by the Note Resolution and Section 201.

Section 102. Interpretations. As used herein, and unless the context shall otherwise indicate, the words “Note,” “Owner” and “Person” shall include the plural as well as the singular number.

As used herein, the terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this First Supplemental Indenture.

Unless the context shall otherwise indicate, references herein to articles, sections, subsections, clauses, paragraphs and other subdivisions refer to the designated articles, sections, subsections, clauses, paragraphs and other subdivisions of this First Supplemental Indenture as originally executed.

Any headings preceding the texts of the several Articles and Sections hereof, and any Table of Contents appended to copies hereof, are solely for convenience of reference and do not constitute a part of this First Supplemental Indenture, nor do they affect its meaning, construction or effect.

ARTICLE II

Authorization and Issuance of 2017A Notes

Section 201. Authorization of 2017A Notes. A Series of Notes entitled to the benefit, protection and security of the Indenture and this First Supplemental Indenture is hereby authorized in the aggregate principal amount of \$_____ to finance general expenses and other payment obligations of the School District that are due or will accrue in the current fiscal year and to pay costs in connection with the issuance of the 2017A Notes. Such Series of Notes shall be designated as, and shall be distinguished from the Notes of all other Series, by the title "Grant Anticipation Revenue Notes, Series 2017A."

Section 202. General Provisions for Issuance. The 2017A Notes shall be issued pursuant to Section 203 of the Indenture shall be executed by the Board and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Board or upon its order, but only upon the receipt by the Trustee, at or prior to such authentication, of each of the items listed in clauses (1), (2), (3) and (4) of Section 202(A) of the Indenture and the Certificate of Authorized Officer described in Section 205 of the Indenture.

Section 203. Terms of 2017A Notes. (A) Each 2017A Note shall be in registered form and shall be initially dated _____, 2017.

(B) Each 2017A Note shall bear interest from its date at the rate of _____ per centum (_____%) per annum, payable on its date of maturity or, if redeemed, the redemption date thereof, computed on the basis of a 360-day year consisting of twelve 30-day months.

(C) Each 2017A Note shall mature on _____, 2018.

(D) Each 2017A Note shall be in denominations of \$100,000 or any integral multiple of \$5,000 in excess of \$100,000 and each 2017A Note shall be numbered consecutively but need not be authenticated or delivered in consecutive order. The 2017A Notes, the Treasurer's Certificate of Authenticity and the Trustee's Certificate of Authentication shall be in substantially the form set forth in *Exhibit A* attached hereto and by reference made a part hereof with such variations, omissions or insertions as are required or permitted by the Indenture.

(E) The principal of the 2017A Notes shall be payable at the designated corporate trust offices of the Trustee, in the City of Chicago, Illinois, as Paying Agent, and at such offices of any co-Paying Agent or successor Paying Agent or Paying Agents for the 2017A Notes appointed pursuant to the Indenture. Interest on the 2017A Notes shall be payable by check or bank draft mailed or delivered by the Trustee to the Owners as the same appear on the registration books of the Board maintained by the Registrar as of the Record Date or, at the option of any Owner, by wire transfer of Current Funds to such bank in the continental United States as said Owner shall request in writing to the Registrar.

(F) The 2017A Notes shall be initially issued in the form of a separate single fully registered 2017A Note for each maturity. Upon initial issuance, the ownership of each such 2017A Note shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, and except as hereinafter provided, the ownership of all of the outstanding 2017A Notes shall be registered in the name of Cede & Co., as nominee of DTC.

(G) With respect to 2017A Notes registered in the name of Cede & Co., as nominee of DTC, the Board and the Trustee shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the 2017A Notes. Without limiting the immediately preceding sentence, the Board and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in any 2017A Note, (ii) the delivery to any DTC Participant or any other Person, other than the Owner of any 2017A Note, of any notice with respect to such 2017A Note, (iii) the payment to any DTC Participant or any other Person, other than the Owner of any 2017A Note, of any amount with respect to principal or Redemption Price of or interest on such 2017A Note or (iv) any allocation method for the redemption, including any pro-rata redemption, of 2017A Notes among DTC Participants and the beneficial owners of the 2017A Notes. The Board, the Trustee and each other Paying Agent, if any, shall be entitled to treat and consider the Person in whose name each 2017A Note is registered as the absolute owner of such 2017A Note for the purpose of payment of principal and interest with respect to such 2017A Note, for the purpose of giving notices of redemption, for the purpose of registering transfers with respect to such 2017A Note and for all other purposes whatsoever. The Trustee and each other Paying Agent, if any, shall pay all principal of and interest on the 2017A Notes only to or upon the order of the respective Owners thereof, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to satisfy and discharge fully the Board's obligations with respect to payment of principal of and interest on the 2017A Notes to the extent of the sum or sums so paid. No Person other than an Owner of a 2017A Note shall receive a 2017A Note certificate evidencing the obligation of the Board to make payments of principal of and interest on the 2017A Notes pursuant to this Indenture.

(H) The Owners of the 2017A Notes have no right to the appointment or retention of a depository for such 2017A Notes. DTC may resign as securities depository under the conditions provided in the Letter of Representations. In the event of any such resignation, the Board shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer or cause the transfer of one or more separate 2017A Note certificates to such successor securities depository or (ii) notify DTC of the availability through DTC of 2017A Note certificates and transfer or cause the transfer of one or more separate 2017A Note certificates to DTC Participants having 2017A Notes credited to their DTC accounts. In such event, the 2017A Notes shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the DTC Participants receiving 2017A Notes shall designate, in accordance with the provisions of this Indenture.

(I) The Board has heretofore executed and delivered the Letter of Representations to DTC. So long as DTC, or its designee, is the Owner of all 2017A Notes, the provisions set forth in the Letter of Representations shall apply to the redemption of any 2017A Notes and to the payment of principal or Redemption Price of and interest on the 2017A Notes, including without limitation, that: (1) presentation of 2017A Notes to the Trustee at maturity shall be deemed made to the Trustee when the right to exercise ownership rights in the 2017A Notes through DTC or DTC's Participants is transferred by DTC on its books; and (2) DTC may present notices, approvals, waivers or other communications required or permitted to be made by Owners of 2017A Notes under this Indenture on a fractionalized basis on behalf of some or all of those Persons entitled to exercise ownership rights in the 2017A Notes through DTC or DTC's Participants.

(J) So long as the 2017A Notes are registered in the name of Cede & Co., as nominee of DTC, the Trustee agrees to comply with the terms and provisions of the Letter of Representations.

Section 204. Application of Proceeds. All of the \$ _____ net proceeds of sale of the 2017A Notes shall be paid to the Board.

Section 205. Optional Redemption. The 2017A Notes shall be subject to redemption prior to maturity at the option of the Board, as a whole, or in part by lot as provided in Section 207, and upon notice as provided in Section 206, on _____, 2017 and on any Business Day thereafter, at a Redemption Price equal to the principal amount of the 2017A Notes to be redeemed; plus accrued interest on the 2017A Notes being redeemed to the date fixed for redemption.

Section 206. Redemption at the Election or Direction of the Board. In the case of any redemption of 2017A Notes at the election or direction of the Board, the

Board shall give written notice to the Trustee of its election or direction so to redeem, of the date fixed for redemption, and of the principal amounts of the 2017A Notes to be redeemed. Such notice shall be given at least ___ days prior to the specified redemption date or such shorter period as shall be acceptable to the Trustee. In the event notice of redemption shall have been given as in Section 208 provided, there shall be paid on or prior to the specified redemption date to the Trustee an amount in cash or Government Obligations maturing on or before the specified redemption date which, together with other moneys, if any, available therefor held by the Trustee, will be sufficient to redeem all of the 2017A Notes to be redeemed on the specified redemption date at their Redemption Price plus interest accrued and unpaid to the date fixed for redemption. Such amount and moneys shall be held in a separate, segregated account for the benefit of the Owners of the 2017A Notes so called for redemption.

Section 207. Selection of 2017A Notes to Be Redeemed. If less than all the 2017A Notes [of the same maturity] are called for redemption, the particular 2017A Notes or portion of 2017A Notes to be redeemed shall be selected at random by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; *provided, however*, that the portion of any 2017A Note of a denomination of more than the minimum Authorized Denomination to be redeemed shall be in the principal amount of an Authorized Denomination and that, in selecting portions of such 2017A Notes for redemption, the Trustee shall treat each such 2017A Note as representing that number of 2017A Notes of the minimum Authorized Denomination which is obtained by dividing the principal amount of such 2017A Note to be redeemed in part by said minimum Authorized Denomination. If all 2017A Notes are held in book-entry only form, the particular 2017A Notes or portions thereof to be redeemed shall be selected by DTC in such manner as DTC shall determine, provided, however, that in no event shall any redemption result in unrefunded 2017A Notes of a denomination less than \$100,000.

Section 208. Notice of Redemption. When the Trustee shall receive notice from the Board of its election or direction to redeem 2017A Notes pursuant to Section 206, the Trustee shall give notice, in the name of the Board, of the redemption of such 2017A Notes, [which notice shall specify the maturities and interest rates of the 2017A Notes to be redeemed,] the date fixed for redemption and the place or places where amounts due upon such date fixed for redemption will be payable and, if less than all of the 2017A Notes [of any like maturity and interest rate] are to be redeemed, the letters and numbers or other distinguishing marks of such 2017A Notes so to be redeemed, and, in the case of 2017A Notes to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable the Redemption Price of each 2017A Note to be redeemed, or the Redemption Price of the specified portions of the principal thereof in the case of 2017A Notes to be redeemed in part only, together with interest accrued to the date fixed for redemption, and that from and after such date interest thereon shall cease to accrue and be payable. The Trustee shall mail copies of

such notice by first-class mail, postage prepaid, not more than __ days nor less than __ days before the date fixed for redemption, to the Owners of the 2017A Notes to be redeemed at their addresses as shown on the registration books of the Board maintained by the Registrar. If the Trustee mails notices of redemption as herein provided, notice shall be conclusively presumed to have been given to all Owners.

With respect to an optional redemption of any 2017A Notes, unless moneys sufficient to pay the Redemption Price of, and interest on the 2017A Notes to be redeemed shall have been received by the Trustee prior to the giving of such notice of redemption, such notice may, at the option of the Board, state that said redemption shall be conditional upon the receipt of such moneys by the Trustee on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Board shall not redeem such 2017A Notes and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such 2017A Notes will not be redeemed.

Section 209. Payment of Redeemed 2017A Notes. Notice having been given in the manner provided in Section 208, the 2017A Notes or portions thereof so called for redemption shall become due and payable on the date fixed for redemption at the Redemption Price, plus interest accrued and unpaid to such date, and, upon presentation and surrender thereof at any place specified in such notice, such 2017A Notes, or portions thereof, shall be paid at the Redemption Price, plus interest accrued and unpaid to such date. If there shall be called for redemption less than all of a 2017A Note, the Board shall execute and the Trustee shall authenticate and the appropriate Fiduciary shall deliver, upon the surrender of such 2017A Note, without charge to the Owner thereof, for the unredeemed balance of the principal amount of the 2017A Note so surrendered, fully registered 2017A Notes of like maturity and interest rate in any Authorized Denominations. If, on the date fixed for redemption, moneys for the redemption of all the 2017A Notes or portions thereof of like maturity and interest rate to be redeemed, together with interest to such date, shall be held by the Trustee so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the date fixed for redemption, interest on the 2017A Notes or portions thereof of such maturity and interest rate so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the date fixed for redemption, such 2017A Notes or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

ARTICLE III

Particular Covenants of the Board

Section 301. Authority for First Supplemental Indenture. This First Supplemental Indenture is executed and delivered by the Board by virtue of and pursuant

to the Revenue Anticipation Act, the Local Government Debt Reform Act and the Note Resolution. The Board has ascertained and hereby determines and declares that the execution and delivery of this First Supplemental Indenture is necessary to meet the public purposes and obligations of the Board, that each and every act, matter, thing or course of conduct as to which provision is made herein is necessary or convenient in order to carry out and effectuate such purposes of the Board and to carry out its powers and is in furtherance of the public benefit, safety and welfare and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the 2017A Notes and are contracts or agreements necessary, useful or convenient to carry out and effectuate the corporate purposes of the Board.

Section 302. Indenture to Constitute Contract. In consideration of the purchase and acceptance of 2017A Notes by those who shall hold the same from time to time, the provisions of the Indenture and this First Supplemental Indenture shall be a part of the contract of the Board with the Owners of the 2017A Notes and shall be deemed to be and shall constitute a contract between the Board, the Trustee and the Owners from time to time of the 2017A Notes. The Board covenants and agrees with the Owners of the 2017A Notes and the Trustee that it will faithfully perform all of the covenants and agreements contained in the Indenture, this First Supplemental Indenture and in the 2017A Notes.

Section 303. Limited Obligations. The 2017A Notes are limited obligations of the Board payable from amounts on deposit in the Debt Service Fund and secured by a pledge of, lien on and security interest in the Trust Estate pledged for their payment in accordance with the Indenture and this First Supplemental Indenture. Neither the full faith and credit nor the general taxing power of the Board is pledged to, or otherwise available for, the payment of any 2017A Note.

Section 304. Tax Covenants. The Board shall not take, or omit to take, any action lawful and within its power to take, which action or omission would cause interest on any 2017A Note to become subject to federal income taxes in addition to federal income taxes to which interest on such 2017A Note is subject on the date of original issuance thereof. The Board shall not permit any of the proceeds of the 2017A Notes, or any facilities financed with such proceeds, to be used in any manner that would cause any 2017A Note to constitute a "private activity bond" within the meaning of Section 141 of the Code. The Board shall not permit any of the proceeds of the 2017A Notes or other moneys to be invested in any manner that would cause any 2017A Note to constitute an "arbitrage bond" within the meaning of Section 148 of the Code or a "hedge bond" within the meaning of Section 149(g) of the Code. The Board shall comply with the provisions of Section 148(f) of the Code relating to the rebate of certain investment earnings at periodic intervals to the United States of America.

ARTICLE IV

Miscellaneous

Section 401. Trustee Acceptance of Duties. The Trustee hereby accepts and agrees to the trusts hereby created, but only upon the additional terms set forth in Article IX of the Indenture, to all of which the Board agrees and the respective Owners of the 2017A Notes, by their purchase and acceptance thereof, agree. Except during the continuance of an Event of Default, the Trustee undertakes such duties and only such duties as are specifically set forth in the Indenture and this First Supplemental Indenture.

Section 402. Appointment of Fiduciaries. The Trustee is hereby appointed Paying Agent and Registrar for the 2017A Notes. The Trustee accepts the duties and obligations imposed upon it as Paying Agent and Registrar by the Indenture and this First Supplemental Indenture. The Board may at any time or from time to time appoint one or more other Paying Agents for the 2017A Notes having the qualifications set forth in Section 914 of the Indenture for a successor Paying Agent.

Section 403. Amendment or Modifications. This First Supplemental Indenture may be amended or modified in the same manner as the Indenture may be amended or modified in accordance with Article X and Article XI of the Indenture.

Section 404. Defeasance. If the Board shall pay to the Owners of the 2017A Notes, or provide for the payment of the principal, interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated in Section 1201 of the Indenture, then this First Supplemental Indenture shall be fully discharged and satisfied.

Section 405. Preservation and Inspection of Documents. All documents received by any Fiduciary under the provisions of this First Supplemental Indenture, shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Board, any other Fiduciary, and any Owner and their agents and their representatives, any of whom may make copies thereof.

Section 406. Parties Interested Herein. Nothing in this First Supplemental Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the Board, the Fiduciaries and the Owners of the 2017A Notes, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in this First Supplemental Indenture contained by and on behalf of the Board shall be for the sole and exclusive benefit of the Board, the Fiduciaries and the Owners of the 2017A Notes.

Section 407. Successors and Assigns. Whenever in this First Supplemental Indenture the Board is named or referred to, it shall be deemed to include its successors

and assigns and all the covenants and agreements in this First Supplemental Indenture contained by or on behalf of the Board shall bind and inure to the benefit of its successors and assigns whether so expressed or not.

Section 408. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this First Supplemental Indenture on the part of the Board or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this First Supplemental Indenture.

Section 409. Notices. Any notice, demand, direction, request or other instruments authorized or required by this First Supplemental Indenture to be given to, delivered to or filed with the Board or the Trustee shall be deemed to have been sufficiently given, delivered or filed for all purposes of this First Supplemental Indenture if and when sent by registered mail, return receipt requested:

To the Board, if addressed to: Board of Education of the City of Chicago
42 West Madison Street
2nd Floor
Chicago, Illinois 60602
Attention: Senior Vice President of Finance

With a copy to: Board of Education of the City of Chicago
42 West Madison Street
2nd Floor
Chicago, Illinois 60602
Attention: Treasurer

and

Board of Education of the City of Chicago
42 West Madison Street
Chicago, Illinois 60602
Attention: General Counsel

or to such other address as may be designated in writing by the Board to the Trustee; and

To the Trustee, if addressed to: _____

Chicago, Illinois 606__
Attention: Corporate Trust Department

or at such other address as may be designated in writing by the Trustee to the Board.

Section 410. Construction. This First Supplemental Indenture shall be construed in accordance with the provisions of State law.

Section 411. Multiple Counterparts. This First Supplemental Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Board of Education of the City of Chicago has caused this First Supplemental Indenture to be executed in its name and on its behalf by its Senior Vice President of Finance and attested by its Secretary and _____, as Trustee, has caused this First Supplemental Indenture to be executed on its behalf and attested by its authorized officers, all as of the day and year first above written.

**BOARD OF EDUCATION OF THE
CITY OF CHICAGO**

Senior Vice President of Finance

Attest:

Secretary

Authorized Officer

Attest:

Authorized Officer



EXHIBIT A

FORM OF 2017A NOTES

[Form of Note-Front Side]

REGISTERED
No. _____

REGISTERED
\$ _____

**BOARD OF EDUCATION OF THE CITY OF CHICAGO
GRANT ANTICIPATION REVENUE NOTE, SERIES 2017A**

See Reverse Side for
Additional Provisions

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
_____ %	_____, 20__	_____, 2017	167510 _____

Registered Owner: Cede & Co.

Principal Amount:

The BOARD OF EDUCATION OF THE CITY OF CHICAGO, a school district of the State of Illinois (the "Board") duly organized and existing under Article 34 of the School Code, 105 Illinois Compiled Statutes 5, for value received, hereby promises to pay (but only out of the sources hereinafter provided) to the Registered Owner identified above or registered assigns, upon presentation and surrender hereof, the Principal Amount identified above on the Maturity Date specified above, and to pay (but only out of the sources hereinafter provided) interest on said Principal Amount from the later of the Dated Date of this 2017A Note or the most recent date to which interest has been paid or provided for. Interest on this 2017A Note (computed on the basis of a 360-day year consisting of twelve 30-day months) is payable on the Maturity Date, or until the payment in full of such Principal Amount.

Principal of this 2017A Note is payable in lawful money of the United States of America at the principal corporate trust office of _____, in the City of Chicago, Illinois, or its successor in trust (the "Trustee") as Trustee and Paying Agent and payment of the interest hereon shall be made to the person in whose name this 2017A Note is registered at the close of business on the _____ day of the calendar month next preceding each interest payment date (the "Record Date") by check or bank draft mailed or delivered by the Trustee to such Registered Owner at such Registered Owner's address as it appears on the registration books of the Board maintained by _____, in the City of Chicago, Illinois, as Registrar (the "Registrar") or, at the option of the Registered Owner, by wire transfer of

immediately available funds to such bank in the continental United States as said Registered Owner shall request in writing to the Registrar.

Reference is hereby made to the further provisions of this 2017A Note on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

The 2017A Notes are limited obligations of the Board secured by the pledge of the Trust Estate pledged to the payment of the 2017A Notes under the Indenture (as hereinafter defined) and payable from the Debt Service Fund held under the Indenture. The 2017A Notes are not, and shall not be or become, a general obligation of the Board and neither the full faith and credit nor the general taxing power of the Board is pledged to, or otherwise available for, the payment of the principal of or the interest on the 2017A Notes. The 2017A Notes shall be payable only out of and from the Grant Receipts (as defined in the Indenture) and shall not be deemed to be an obligation of the School District (as defined in the Indenture) with any Constitutional or statutory limitation.

It is hereby certified, recited and declared that this 2017A Note is issued in part pursuant to the Local Government Debt Reform Act, that all acts and conditions required to be performed precedent to and in the execution and delivery of the Indenture and the issuance of this 2017A Note have been performed in due time, form and manner as required by law; and that the issuance of this 2017A Note and the Series of which it is a part does not exceed or violate any constitutional or statutory limitation.

This 2017A Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the Board of Education of the City of Chicago has caused this 2017A Note to be signed in its name and on its behalf by the manual or duly authorized facsimile signature of the President of the Chicago Board of Education and countersigned by the manual or duly authorized facsimile signature of the Treasurer of the Board of Education, all as of the Dated Date identified above.

BOARD OF EDUCATION OF THE CITY OF
CHICAGO

President

Countersigned:

Treasurer

[Form of Treasurer's Certificate of Authenticity]

TREASURER'S CERTIFICATE OF AUTHENTICITY

The amount of revenue from which this 2017A Note is payable is
\$ _____.

The amount of anticipatory obligations heretofore issued and payable out of such
revenue is \$ _____, and the amount of the issue of notes of which this 2017A
Note is one is \$ _____.

Dated: _____, 2017

Treasurer,
Board of Education of the City of
Chicago

[Form of Certificate of Authentication]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Note is one of the 2017A Notes described in the within-mentioned Indenture.

Date of Authentication and Delivery: _____,
as Trustee

By: _____
Authorized Signatory

[Form of Note-Reverse Side]

This 2017A Note is one of a duly authorized issue of \$ _____ aggregate principal amount Grant Anticipation Revenue Notes, Series 2017A (the "2017A Notes"), issued pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Illinois, particularly the Revenue Anticipation Act, 50 Illinois Compiled Statutes 425 and the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350, and a Master Trust Indenture dated as of June 1, 2017, as supplemented by a First Supplemental Indenture dated as of _____, _____ (the "Indenture"), each by and between the Board and the Trustee, for the purpose of general expenses and other payment obligations of the School District that are due or will accrued in the current fiscal year. As provided in the Indenture, the principal of and interest on the 2017A Notes are secured by a pledge of, lien on and security interest in the Trust Estate as defined and described in the Indenture, including Grant Receipts as defined in the Indenture. The Indenture provides that Additional Notes may be issued from time to time on a parity with the 2017A Notes to share ratably and equally in the Trust Estate upon compliance with certain requirements contained in the Indenture (the 2017A Notes and any Additional Notes from time to time outstanding are referred to collectively as the "Notes").

Copies of the Indenture are on file at the principal corporate trust office of the Trustee and reference is hereby made to the Indenture for definitions of defined terms used herein and for a description of the provisions, among others, with respect to the nature and extent of the security for the Notes, the rights, duties and obligations of the Board, the Trustee and the Registered Owners of the Notes and the terms upon which the Notes may be issued and secured.

This 2017A Note is transferable, as provided in the Indenture, only upon the registration books of the Board maintained by the Registrar by the Registered Owner hereof in person, or by its duly authorized attorney, upon surrender hereof with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner

or its duly authorized attorney, and thereupon a new registered 2017A Note or Notes, in the same aggregate principal amount, maturity and interest rate, shall be issued to the transferee. The Board, the Trustee, the Registrar and any Paying Agent may deem and treat the person in whose name this 2017A Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes.

The 2017A Notes are issuable in the form of fully registered bonds in the denomination of \$100,000 or any integral multiple of \$5,000 in excess of \$100,000. Subject to the conditions and upon the payment of the charges (if any) provided in the Indenture, 2017A Notes may be surrendered (accompanied by a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or its duly authorized attorney) in exchange for an equal aggregate principal amount of 2017A Notes of the same maturity and interest rate of any other authorized denominations.

The 2017A Notes are subject to redemption prior to maturity at the option of the Board, as a whole, or in part by lot, and upon notice as herein provided, on _____, _____ and on any date thereafter, at a redemption price equal to the principal amount of the 2017A Notes to be redeemed, plus accrued interest on the 2017A Notes being redeemed to the date fixed for redemption.

Notice of the redemption of 2017A Notes will be mailed not less than ___ days nor more than ___ days prior to the date fixed for such redemption to the Registered Owners of 2017A Notes to be redeemed at their last addresses appearing on such registration books. The 2017A Notes or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the 2017A Notes or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner) then from and after the redemption date interest on such 2017A Notes or portions thereof shall cease to accrue and become payable.

The Indenture provides that if the Board shall pay the principal or redemption price, if applicable, and interest due and to become due on all Notes of a particular series, maturity within a series or portions of a maturity within a series at the times and in the manner stipulated therein and in the Indenture, then the pledge, lien and security interest created by the Indenture for such Notes shall thereupon be discharged and satisfied. Notes or interest installments for the payment or redemption of which moneys shall have been set aside and held in trust at or prior to their maturity or redemption date shall be deemed to have been paid if, among other things, the Board shall have delivered to the Trustee either moneys in an amount which shall be sufficient or Defeasance Obligations (as defined in the Indenture), the principal of and interest on which when due will provide

moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient to pay when due the principal or redemption price, if applicable, of and interest due and to become due on said Notes on and prior to each specified redemption date or maturity date thereof, as the case may be. Defeasance Obligations and moneys so deposited with the Trustee shall be held in trust for the payment of the principal or redemption price, if applicable, of and interest on said Notes.

The Registered Owner of this 2017A Note shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

UNIF GIFT MIN ACT — _____ Custodian _____
(Cust) (Minor)

under Uniform Gift to Minors

Act _____
(State)

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

(Please insert Social Security or other identifying number of Assignee)

the within note and does hereby irrevocably constitute and appoint _____

_____, Attorney to transfer the said note
on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within note in every particular, without alteration or enlargement or any change whatever.

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

May 24, 2017

**RESOLUTION PROVIDING FOR THE ISSUE OF ONE OR MORE
SERIES OF REFUNDING BONDS OF
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO IN AN
AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$215,000,000**

WHEREAS, pursuant to the provisions of Article 34 of the School Code, 105 Illinois Compiled Statutes 5 (the “**School Code**”), the City of Chicago (the “**City**”), having a population exceeding 500,000, constitutes one school district (the “**School District**”), which is a body politic and corporate by the name of the “Board of Education of the City of Chicago” (the “**Board**”); and

WHEREAS, the Board is governed by the seven-member Chicago Board of Education, as successor to the Chicago School Reform Board of Trustees (the “**School Board**”); and

WHEREAS, the School Board has heretofore authorized and issued various series of general obligation alternate bonds that are outstanding (the “**Outstanding Bonds**”); and

WHEREAS, the principal of and interest on the Outstanding Bonds is scheduled to become due and payable on various future payment dates and the Board does hereby determine that it is in the best interest of the School Board to restructure its indebtedness by refunding various installments of principal of and interest on its Outstanding Bonds (the “**Refunding Plan**”); and

WHEREAS, for the purpose, among others, of providing funds to pay a portion of the cost of refunding certain of the Outstanding Bonds and accomplishing the Refunding Plan, including legal, financial, bond discount, capitalized interest, printing and publication costs, reserves and other expenses, and in accordance with the provisions of the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350 (the “**Act**”), the School Board, on August 24, 2016, adopted a resolution (the “**2016 Authorization**”) authorizing the issuance of alternate bonds, being general obligation bonds (the “**Alternate Bonds**”) in an aggregate principal amount not to exceed \$945,000,000 (the “**2016 Authorization Bonds**”); and

WHEREAS, the Alternate Bonds to be issued pursuant to the 2016 Authorization may be payable from various revenue sources including the State Aid payments (the “**State Aid Payments**”) to be made to the Board in any year pursuant to Article 18 of the School Code, or such successor or replacement act as may be enacted in the future, in annual amounts, not more than the following amounts, to be available for the punctual payment of the principal and interest due on bonds and the punctual provision of debt service coverage for such bonds in the following bond payment years:

<u>Bond Payment Year</u>	<u>Annual Amount</u>
2017	\$27,000,000
2018 to 2037	50,000,000
2038 to 2042	51,000,000
2043	135,000,000
2044	138,000,000
2045 and 2046	189,000,000

WHEREAS, pursuant to and in accordance with the Act and the 2016 Authorization, the Board caused to be published on August 26, 2016 in *The Chicago Sun-Times*, a newspaper of general circulation within the School District (the “**Sun-Times**”), a copy of the 2016 Authorization and a notice that the Alternate Bonds are subject to a “*back-door referendum*” under the Act; and

WHEREAS, no petition asking that the issuance of the 2016 Authorization Bonds be submitted to referendum has ever been filed with the Secretary of the Board (the “**Secretary**”) and the 2016 Authorization Bonds have been authorized to be issued; and

WHEREAS; pursuant to and in accordance with the provisions of the Bond Issue Notification Act, 30 Illinois Compiled Statutes 352, the Board called a public hearing (the “**Hearing**”) for August 24, 2016, concerning the intent of the Board to sell up to \$945,000,000 of the 2016 Authorization Bonds from time to time in one or more series; and

WHEREAS, notice of the Hearing was given by publication on August 16, 2016 in the *Sun-Times* and by posting a copy of the notice at least forty-eight (48) hours before the Hearing at the principal office of the Board; and

WHEREAS, the Hearing was held on August 24, 2016 and at the Hearing, the Board explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on August 24, 2016; and

WHEREAS, pursuant to the 2016 Authorization, the Board may issue 2016 Authorization Bonds; and

WHEREAS, the 2016 Authorization Bonds to be issued pursuant to this Resolution in accordance with the 2016 Authorization are herein referred to as the “**Bonds**”; and

WHEREAS, the Board desires at this time, pursuant to the School Code and the Act and the 2016 Authorization, to adopt this Resolution providing for the issuance of the Bonds for the purpose of (i) financing the Refunding Plan, (ii) capitalizing interest on such Bonds, and (iii) paying costs of issuance of such Bonds, including the cost of bond insurance or other credit enhancement, all on the terms and conditions set forth in this Resolution; and

WHEREAS, the Bonds and any additional 2016 Authorization Bonds, shall not exceed \$945,000,000 in aggregate principal amount; and

WHEREAS, the Bonds will be payable from (i) the State Aid Payments (the “**Pledged Revenues**”) and (ii) the ad valorem taxes levied or to be levied against all of the taxable property in the School District without limitation as to rate or amount pursuant to Section 3 of this Resolution (the “**Pledged Debt Service Taxes**”), for the purpose of providing funds in addition to the Pledged Revenues to pay the principal of and interest on the Bonds; and

WHEREAS, the maximum aggregate principal amount of Bonds authorized to be issued under this Resolution is \$215,000,000; and

WHEREAS, the Bonds may be issued from time to time in one or more series (each a “**Series**”); and

WHEREAS, the Bonds of each Series will be issued under and secured by a Trust Indenture (each, an “**Indenture**”) between the Board and such bank, trust company or national banking association appointed to serve as trustee under the Indenture as provided in Section 2(a) hereof (the “**Trustee**”); and

WHEREAS, the Bonds will be further secured by the Funds, Accounts and Sub-Accounts established and pledged pursuant to the applicable Indenture; and

WHEREAS, the Pledged Revenues constitute a “revenue source” and a “governmental revenue source” pursuant to the Act; and

WHEREAS, the Board has determined that the Pledged Revenues, will provide in each year an amount not less than 1.10 times annual debt service on the Bonds, which determination will be supported by the audit of the School District for the year ended June 30, 2016 (the “**Audit**”), or will be supported by the report of a feasibility analyst with a national reputation for expertise applicable to such revenue source (the “**Feasibility Report**”) demonstrating the projected sufficiency of the Pledged Revenues to provide the School District with revenues, in an amount not less than 1.10 times annual debt service on the Bonds to be paid from Pledged Revenues (i) which Audit, has been accepted and approved by the Board or (ii) which Feasibility Report, when accepted and approved on behalf of the Board by either the Senior Vice President of Finance (including any interim Senior Vice President of Finance) of the Board (the “**Senior Vice President of Finance**”) or the Chief Financial Officer of the Board (the “**Chief Financial Officer**”) prior to the issuance of any Bonds; and

WHEREAS, the Bonds of a Series may be sold (i) to an underwriter or a group of underwriters (the “**Underwriters**”) to be designated by the Senior Vice President of Finance with respect to one or more Series of the Bonds pursuant to a separate Contract of Purchase (each, a “**Bond Purchase Agreement**”) between the Underwriters and the Board, (ii) in a private placement with an individual investor or group of investors to be designated by the Senior Vice President of Finance (the “**Placement Purchasers**”) with respect to one or more Series of the Bonds pursuant to a separate Placement Agreement between the Placement Purchasers and the Board or other similar agreement for the sale and purchase of the Bonds (each, a “**Placement Agreement**”) or (iii) following distribution of a Notice of Sale and a competitive bidding process, to a bidder or syndicate submitting an offer to purchase one or more Series of the Bonds determined by the Senior Vice President of Finance to be in the best financial interest of the

Board (the “**Competitive Purchasers**” and, together with the Underwriters and the Placement Purchasers being referred to herein as the “**Purchasers**”) pursuant to an agreement between the Competitive Purchasers and the Board (each, a “**Competitive Sale Agreement**” and, together with the Bond Purchase Agreement and the Placement Agreement, a “**Purchase and Sale Agreement**”); and

WHEREAS, it is necessary for the Board to authorize the sale and issuance of the Bonds and to approve and to authorize and direct the sale of the Bonds pursuant to one or more of the methods described above, together with the execution of the Indentures, the Purchase and Sale Agreements and certain other agreements and the performance of acts necessary or convenient in connection with the implementation of this Resolution and the issuance of the Bonds:

NOW, THEREFORE, Be It Hereby Resolved by the Chicago Board of Education of the Board of Education of the City of Chicago, as follows:

Section 1. Incorporation of Preambles. The preambles of this Resolution are hereby incorporated into this text as if set out herein in full.

Section 2. Issuance of Bonds. (a) There shall be authorized the borrowing for and on behalf of the Board of the aggregate principal amount of not to exceed \$215,000,000 for the purpose of paying (i) costs of the Refunding Plan, (ii) capitalized interest on the Bonds, and (iii) costs of issuance of the Bonds, including the cost of bond insurance or other credit enhancement. The Bonds are hereby authorized to be issued in an aggregate principal amount not to exceed \$215,000,000. The Bonds may be issued from time to time, as Alternate Bonds, in one or more Series, in said aggregate principal amount, or such lesser aggregate principal amounts, as may be determined by either (i) the President of the School Board (the “**President**”), or (ii) the Vice President of the School Board (the “**Vice President**”) or any Member of the Board who is authorized to execute documents or take action in lieu of the President, (iii) the Chief Executive Officer, (iv) the Senior Vice President of Finance or (v) the Chief Financial Officer (each, a “**Designated Official**”). The Bonds of each Series shall be distinguished from each other Series by a designation or title, with such Series designation and with such additions, modifications or revisions as shall be determined to be necessary by any Designated Official at the time of the sale of such Bonds to reflect the order of sale of such Bonds, whether such Bonds are Capital Appreciation Bonds, Current Interest Bonds or Convertible Bonds (each as defined herein) and any other authorized features of such Bonds determined by any Designated Official as desirable to be reflected in the title of the Bonds being issued and sold as part of such Series. The Designated Officials are each hereby authorized to appoint a Trustee for each Series of the Bonds so issued; *provided*, that such Trustee shall be a bank, trust company or national banking association doing business and having a corporate trust office in the State of Illinois and having capital and undivided surplus aggregating at least \$15,000,000 or shall be a wholly-owned subsidiary of such an entity. The Bonds of each Series shall be issued and secured pursuant to the terms of an Indenture authorizing Capital Appreciation Bonds, Current Interest Bonds or Convertible Bonds, as appropriate. Each of the Designated Officials is hereby authorized to execute and deliver, and the Secretary is hereby authorized to attest to an Indenture on behalf of the Board, such Indenture to be in substantially the respective form executed and delivered in connection with previous issues of fixed rate bonds secured by some or all of the Pledged Revenues, but with such changes therein as shall be within the authorizations granted by this

Resolution as shall be approved by the Designated Official executing the same, with such execution to constitute conclusive evidence of such Designated Official's approval and this Board's approval of any changes or revisions therein from the form of Indenture authorized hereby.

The details of the sale of the Bonds as described in the notification of sale of such Bonds delivered by a Designated Official pursuant to Section 4(e) hereof and all provisions relating to the authorized denomination, registration, transfer and redemption of such Bonds, within the limitations set forth herein, shall be set forth in each Indenture executed and delivered by a Designated Official as described herein.

(b) In order to secure the payment of the principal of, redemption price of, interest on and the Compound Accreted Value (as hereinafter defined) of each applicable Series of the Bonds, the Board hereby authorizes the inclusion in each Indenture securing Bonds of a pledge of all or a portion of the Pledged Revenues to the payment of such Series. In accordance with Section 15 of the Act, the Board covenants and agrees to provide for, collect and apply such Pledged Revenues, to the payment of the Bonds of such Series and the provision of an additional .10 times annual debt service. The determination of the sufficiency of the Pledged Revenues pledged pursuant to this paragraph (b) is supported by the Audit or the Feasibility Report, as applicable, and acceptance of the Audit by the Board or of the Feasibility Report by the Senior Vice President of Finance or the Chief Financial Officer, on behalf of the Board, if applicable, shall constitute conclusive evidence that the conditions of Section 15 of the Act have been met. Each of the Designated Officials is authorized to allocate all or a portion of the Pledged Revenues to the payment of the principal of, redemption price of, interest on and the Compound Accreted Value of each Series of the Bonds and the Indenture pursuant to which such Series of Bonds is issued and the notification of sale of such Series of the Bonds delivered by the Designated Officials pursuant to Section 4(e) hereof shall identify the specific Pledged Revenues allocated to such Series. Once issued, the Bonds shall be and forever remain until paid or defeased the general obligation of the Board, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to the Pledged Revenues, from the levy of the Pledged Debt Service Taxes as provided in the Act and as set forth in Section 3 hereof.

(c) All or any portion of the Bonds may be issued as bonds payable in one payment on a fixed date (the "**Capital Appreciation Bonds**"). Any Bonds issued as Capital Appreciation Bonds shall be dated the date of issuance thereof and shall also bear the date of authentication, shall be in fully registered form, shall be numbered as determined by the Trustee and shall be in denominations equal to the original principal amounts of such Capital Appreciation Bonds or any integral multiple thereof, each such original principal amount representing Compound Accreted Value (as hereinafter defined) at maturity (the "**Maturity Amount**"). As used herein, the "**Compound Accreted Value**" of a Capital Appreciation Bond on any date of determination shall be an amount equal to the original principal amount plus an investment return accrued to the date of such determination at a semiannual compounding rate which is necessary to produce the yield to maturity borne by such Capital Appreciation Bond.

All or any portion of the Bonds may be issued as Bonds bearing interest at fixed rates and paying Interest semiannually (the "**Current Interest Bonds**"). The Current Interest Bonds shall be dated such date as shall be agreed upon by a Designated Official and the purchasers of the

Current Interest Bonds, shall be in fully registered form, and shall be numbered as determined by the Trustee.

The Bonds may be initially issued as Capital Appreciation Bonds containing provisions for the conversion of the Compound Accreted Value of such Bonds into Current Interest Bonds (the “**Convertible Bonds**”) at such time following the initial issuance as shall be approved by a Designated Official. While in the form of Capital Appreciation Bonds, such Convertible Bonds shall be subject to all of the provisions and limitations of this Resolution relating to Capital Appreciation Bonds and while in the form of Current Interest Bonds, such Convertible Bonds shall be subject to all of the provisions and limitations of this Resolution relating to Current Interest Bonds. In connection with the issuance and sale of any Convertible Bonds, the terms and provisions relating to the conversion of the Compound Accreted Value of such Convertible Bonds into Current Interest Bonds shall be contained in the Indenture executed and delivered by a Designated Official at the time of sale of such Convertible Bonds.

The Bonds shall be dated as of a date not earlier than June 1, 2017, as determined by a Designated Official at the time of sale thereof. The principal of the Bonds shall become due and payable on any date not earlier than December 1, 2017 and not later than December 1, 2046. The Bonds shall be issued in such denominations as permitted under the applicable Indenture securing such Bonds.

Any Bonds issued as Current Interest Bonds, Capital Appreciation Bonds or Convertible Bonds shall bear interest (computed upon the basis of a 360-day year of twelve 30-day months) payable at a rate or rates not to exceed 9 percent per annum for any Bonds issued as tax-exempt Bonds or 13.5 percent per annum for any Bonds issued as taxable Bonds, all as shall be determined by a Designated Official at the time of sale of such Bonds. The interest on such Bonds shall be payable on such dates as determined in the applicable Indenture.

(d) The Bonds of each Series may be redeemable prior to maturity at the option of the Board, in whole or in part on any date, at such times and at such redemption prices as shall be determined by a Designated Official at the time of the sale thereof. The Bonds of each Series may be made subject to extraordinary redemption prior to maturity, in whole or in part on any date, at such times and at such redemption prices and upon the occurrence of such conditions, all as shall be determined by a Designated Official at the time of the sale thereof. The Bonds of each Series may also be made subject to sinking fund redemption, at par and accrued interest to the date fixed for redemption, as determined by a Designated Official at the time of the sale thereof; *provided*, that such Bonds shall reach final maturity not later than the date set forth in Section 2(c) hereof.

(e) The Bonds of each Series may initially be issued in book-entry only form as provided in the applicable Indenture. The Bonds shall be executed by the manual or duly authorized facsimile signature of the President or Vice President and attested by the manual or duly authorized facsimile signature of the Secretary or her designee and prepared in the respective forms as provided in the applicable Indenture. The applicable Indenture may also require or permit the additional manual or duly authorized facsimile signature of the Chief Executive Officer or the Senior Vice President of Finance.

(f) All or any portion of the Bonds may be issued as bonds bearing interest at variable rates (“**Variable Rate Bonds**”) adjustable and payable at any time. The interest on Variable Rate Bonds shall be payable on such dates as determined in the applicable Indenture. The maximum rate on any Variable Rate Bond shall not exceed the maximum rate permitted by law for obligations of the Board, but in no event more than 15 percent per annum. The method of determining the interest rate to be borne from time to time by Variable Rate Bonds shall be determined by a Designated Official at the time of the sale of the Variable Rate Bonds and specified in the applicable Indenture if Variable Rate Bonds are to be issued, the form of Indenture shall be modified to incorporate terms and provisions previously included in indentures securing variable rate bonds of the Board.

(g) For any outstanding bonds or other obligations refunded pursuant to and in accordance with Section 15(e) of the Act, the determination that the term of such refunding bonds is not longer than the term of the outstanding bonds or other obligations so refunded and that the debt service payable in any year on the refunding bonds does not exceed the debt service payable in such year on the outstanding bonds or other obligations so refunded shall be made by any of the Designated Officials, who shall also execute a certification attesting to said determination. In the event that a refunding of any or all outstanding bonds or other obligations is undertaken under this paragraph (g), such Designated Official is hereby authorized to pledge as payment for said refunding bonds any revenue sources identified in the 2016 Authorization, provided that any such pledge shall be consistent with existing bond covenants and restrictions and Board policies.

Section 3. Tax Levy For Bonds; Pledged Debt Service Taxes. (a) For the purpose of providing funds in addition to the Pledged Revenues to pay the principal of and interest on the Bonds, there is hereby levied upon all of the taxable property within the School District, in the years for which any of the Bonds are outstanding, a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the School District the following direct annual taxes:

FOR THE LEVY YEAR

A TAX SUFFICIENT TO PRODUCE THE SUM OF:

2017	\$ 45,000,000
2018	45,000,000
2019	45,000,000
2020	45,000,000
2021	45,000,000
2022	45,000,000
2023	45,000,000
2024	45,000,000
2025	45,000,000
2026	45,000,000
2027	45,000,000
2028	45,000,000
2029	45,000,000
2030	45,000,000
2031	45,000,000
2032	45,000,000
2033	45,000,000
2034	45,000,000
2035	45,000,000
2036	45,000,000
2037	46,000,000
2038	46,000,000
2039	46,000,000
2040	46,000,000
2041	46,000,000
2042	75,000,000
2043	75,000,000
2044	130,000,000
2045	130,000,000

(the taxes levied pursuant to this Section 3(a), being the “**Pledged Debt Service Taxes**”).

(b) After this Resolution becomes effective and a Series of Bonds is sold, a copy of this Resolution, certified by the Secretary, shall be filed with each of the County Clerks of The Counties of Cook and DuPage, Illinois (the “**County Clerks**”); and the County Clerks shall in and for each of the years required, ascertain the rate percent required to produce the aggregate Pledged Debt Service Taxes hereinbefore provided to be levied in each of said years; and the County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in said year in and by the Board for general corporate purposes of the Board; and in said year the Pledged Debt Service Taxes shall be levied and collected by and for and on behalf of the Board in like manner as taxes for general corporate purposes of the Board for said years are levied and collected, and in addition to and in excess of all other taxes, and when collected, if required pursuant to any escrow or similar agreement executed and delivered pursuant to Section 5 hereof, the taxes hereby levied shall be deposited with the designated bank, trust company or national banking association.

(c) At the time and in the manner set forth in each Indenture securing Bonds, the Board shall direct the abatement of the Pledged Debt Service Taxes in whole or in part.

(d) The notification of sale of any Series of the Bonds delivered by the Designated Officials pursuant to Section 4(e) hereof may provide for the allocation of all or a portion of the Pledged Debt Service Taxes levied for any year pursuant to this Resolution to the payment of the principal and redemption price of and interest on such Series of the Bonds.

Section 4. Sale of the Bonds, Purchase and Sale Agreements. (a) Each Series of the Bonds shall be sold and delivered to the Purchasers thereof, subject to the terms and conditions of the applicable Purchase and Sale Agreement; *provided*, (i) that the aggregate purchase price of any Current Interest Bonds paid by the Purchasers shall be not less than 97 percent of the principal amount thereof to be issued (less any original issue discount used in the marketing thereof) plus accrued interest from their date to the date of delivery thereof, (ii) that the aggregate purchase price of any Capital Appreciation Bonds or Convertible Bonds paid by the Purchasers shall not be less than 97 percent of the aggregate original principal amount thereof and (iii) that the compensation paid to the Purchasers in connection with the sale of any Variable Rate Bonds shall not exceed 3 percent of the principal amount thereof. Each of the Senior Vice President of Finance and the Chief Financial Officer are hereby authorized to execute and deliver on behalf of the Board a Purchase and Sale Agreement with respect to the sale of the Bonds of each Series, which (i) in the case of a Bond Purchase Agreement shall be in substantially the form used in previous financings of the Board and (ii) in the case of a Placement Agreement or a Competitive Sale Agreement shall contain terms and provisions no less favorable to the Board as those contained in a Bond Purchase Agreement. Any such Purchase and Sale Agreement shall contain such final terms as shall be approved by the Senior Vice President of Finance or the Chief Financial Officer, such approval to be evidenced by such Senior Vice President of Finance's or Chief Financial Officer's execution thereof, and the Senior Vice President of Finance or the Chief Financial Officer is also authorized to do all things necessary and essential to effectuate the provisions of such Purchase and Sale Agreement, as executed, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. The Senior Vice President of Finance shall make a finding in connection with the execution of each Purchase and Sale Agreement that (i) the Bonds sold thereunder have been sold at such price and bear interest at such rate that neither the true interest cost (yield) nor the net interest rate received upon the sale of such Bonds exceeds the maximum rate otherwise authorized by applicable law, and (ii) that no person holding any office of the Board, either by election or appointment is in any manner interested, either directly or indirectly, in his or her own name, or in the name of any other person, association, trust or corporation, in the Indenture, any escrow or similar agreement executed and delivered pursuant to Section 5 hereof, the applicable Purchase and Sale Agreement or any agreement with a Bond Insurer, Debt Reserve Credit Facility Provider or Credit Provider authorized by paragraphs (b), (c) and (d) of this Section, or in the issuance and sale of such Bonds, in accordance with the laws of the State of Illinois and the Code of Ethics of the Board (Board Rule No. 11-0525-P02, as amended).

(b) In connection with any sale of the Bonds of each Series, each of the Designated Officials is hereby authorized to obtain a bond insurance policy from such recognized bond insurer as such Designated Official shall determine (the "**Bond Insurer**") if said Designated Official determines such bond insurance policy to be desirable in connection with the sale of

such Series of Bonds, or with respect to specified or designated maturities of such Series of Bonds. Each Designated Official is also authorized to enter into such agreements and make such covenants with any Bond Insurer that such Designated Official deems necessary and that are not inconsistent with the terms and provisions of this Resolution and to pay upfront or annual fees to the Bond Insurer in connection therewith.

(c) In lieu of, or in addition to, the deposit of proceeds of the Bonds of any Series or other funds into a debt service reserve fund as authorized in paragraph (g) of this Section, each of the Designated Officials is hereby authorized to obtain a debt reserve credit facility from such recognized provider as such Designated Official shall determine (the “**Debt Reserve Credit Facility Provider**”) if such Designated Official determines such debt reserve credit facility to be desirable in providing for the funding of any required debt service reserve fund. Each Designated Official is also authorized to enter into such agreements and make such covenants with any Debt Reserve Credit Facility Provider that such Designated Official deems necessary and that are not inconsistent with the terms and provisions of this Resolution, including the payment of reasonable fees to any Debt Reserve Credit Facility Provider.

(d) In connection with the sale of the Bonds of any Series, to provide additional security and liquidity for such Bonds, each of the Designated Officials is hereby authorized to obtain a letter of credit, line of credit or other credit or liquidity facility, including similar agreements with or facilities issued by a Bond Insurer (a “**Credit Facility**”), if determined by such Designated Official to be desirable in connection with such sale of Bonds. Each of the Designated Officials is hereby further authorized to appoint one or more banks, Bond Insurers or other financial institutions to issue such Credit Facility (the “**Credit Provider**”) and to execute and deliver on behalf of the Board a credit, reimbursement or similar agreement (the “**Credit Agreement**”) providing for the issuance of the Credit Facility and the obligation of the Board to repay funds borrowed under the Credit Facility or advances made by the Credit Provider under the Credit Facility with respect to such Bonds. The Credit Facility may be in a form that provides for the purchase of such Bonds by the Credit Provider (any such Bond so purchased being referred to as a “**Bank Bond**”) and the Indenture as executed and delivered shall reflect the terms and provisions of such Bank Bonds. Any Bonds outstanding as Bank Bonds shall be secured as provided in the applicable Indenture. The annual fee paid to any Credit Provider for the provision of a Credit Facility shall not exceed 3 percent of the amount available to be drawn or advanced under such Credit Facility.

The Credit Agreement may provide that alternative interest rates or provisions will apply during such times as the Bonds constitute Bank Bonds or the Board has outstanding repayment obligations to the Credit Provider (the “**Credit Provider Rate**”), which Credit Provider Rate shall not exceed the maximum permitted by law, but in no event more than 15 percent per annum (the “**Maximum Credit Provider Rate**”). The Credit Agreement may further provide that to the extent the Credit Provider Rate determined at any time pursuant to the Credit Agreement exceeds the Maximum Credit Provider Rate, such excess may accrue at the then-applicable Credit Provider Rate (but in no event may such excess accrue at a rate in excess of 25 percent per annum) and be added to the Credit Provider Rate at such time or times thereafter as the Credit Provider Rate shall be less than the Maximum Credit Provider Rate; *provided*, that at no time shall the Credit Provider Rate per annum exceed the Maximum Credit Provider Rate.

Any Credit Facility obtained as provided herein shall cause the Bonds secured thereby to bear an investment grade rating from at least two nationally recognized rating services.

(e) Subsequent to the sale of the Bonds of any Series, any one or more of the Designated Officials shall file in the office of the Secretary a notification of sale directed to the Board setting forth (i) the aggregate original principal amount of, maturity schedule, redemption provisions and interest rates for the Bonds sold, (ii) a description of the specific Pledged Revenues pledged to the payment of the principal of, redemption price of, interest on and the Compound Accreted Value of the Bonds of such Series, (iii) the principal amounts of the Bonds sold as Current Interest Bonds, Capital Appreciation Bonds and Convertible Bonds, respectively, (iv) in the case of Bonds sold as Capital Appreciation Bonds and Convertible Bonds, (A) the Original Principal Amounts of and Yields to Maturity on the Capital Appreciation Bonds and Convertible Bonds being sold, and (B) a table of Compound Accreted Value per \$5,000 Maturity Amount for any Capital Appreciation Bonds and Convertible Bonds being sold, setting forth the Compound Accreted Value of each such Capital Appreciation Bond and Convertible Bonds on each semiannual compounding date, (v) the interest rates on the Current Interest Bonds sold, (vi) debt service schedules for the Bonds, demonstrating that the Pledged Revenues are expected to be in an amount sufficient to provide the debt service coverage described in Section 2(b) hereof, (vii) the terms and provisions for the conversion of the Compound Accrued Value of any Convertible Bonds issued hereunder into Current Interest Bonds, (viii) the application of the proceeds of such Bonds, (ix) if a bond insurance policy is obtained as authorized herein, the identity of the Bond Insurer issuing the bond insurance policy and the premium and any fees required to be paid thereto, (x) if a debt reserve credit facility is obtained as authorized herein, the identity of the Debt Reserve Credit Facility Provider issuing the debt reserve credit facility, (xi) if a Credit Facility is obtained as authorized herein, the identity of the Credit Provider issuing the Credit Facility, and a copy of the Credit Agreement between the Board and such Credit Provider shall be attached to said notification of sale, (xii) the identity of the Trustee designated pursuant to Section 2 hereof with respect to the Bonds, (xiii) if an escrow or other similar agreement is to be executed and delivered as authorized in Section 5 hereof, the identity of any bank, trust company or national banking association selected by a Designated Official to serve as escrow agent thereunder pursuant to the authorization granted in said Section 5, and a copy of such agreement shall be attached to said notification of sale and (xiv) the identity of and the compensation paid to the Purchasers in connection with such sale.

In the event that the Designated Official executing such notification of sale with respect to Bonds determines that the Bonds have been sold in such principal amount or maturing or bearing interest so as to require the levy of Pledged Debt Service Taxes in any year less than the amount specified therefor in Section 3(a) hereof, then such Designated Official shall include, in the notification of sale described in this Section, the amount of reduction in the amount levied in Section 3(a) hereof for each year resulting from such sale, and in addition, either or both of the Designated Officials shall file in the respective offices of the County Clerks certificates of tax abatement for such years. No such reduction in the amounts levied in Section 3(a) hereof need be made nor must any certificate of tax abatement be filed as described in the preceding sentence until any one or more of the Designated Officials have determined that any amount so levied in Section 3(a) hereof will not be needed to secure the Bonds being sold at that time or any Series of Bonds to be sold in the future. Any certificate of abatement delivered pursuant to this paragraph shall refer to the amount of Pledged Debt Service Taxes levied pursuant to Section

3(a) hereof, shall indicate the amount of reduction in the amount of Pledged Debt Service Taxes levied by the Board resulting from the sale of such Bonds, which reduced amount is to be abated from such Pledged Debt Service Taxes, and shall further indicate the remainder of such Pledged Debt Service Taxes which is to be extended for collection by the County Clerks. Each of the Designated Officials is also authorized to file in the respective offices of the County Clerks certificates of tax abatement that reflect the refunding of any obligations of the Board.

(f) The distribution of a Preliminary Official Statement, Private Placement Memorandum, Limited Offering Memorandum or Notice of Public Sale relating to each Series of the Bonds (the “**Disclosure Document**”) in substantially the respective forms delivered in connection with previous issues of Bonds, but with such changes as shall be approved by a Designated Official to reflect the terms of the Bonds proposed to be sold and the method of sale of such Bonds, is hereby in all respects, ratified, authorized and approved and shall be “deemed final” for purposes of Rule 15c2-12, adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (“**Rule 15c2-12**”), and the proposed use by the Underwriters or the Competitive Purchasers of a final Official Statement (in substantially the form (i) of the Preliminary Official Statement but with appropriate variations, omissions and insertions to reflect the final terms of the Bonds being sold or (ii) authorized herein for a Preliminary Official Statement if none is used in the marketing of the Bonds being sold) is hereby approved. Each Designated Official is hereby authorized and directed to execute the final Official Statement or other Disclosure Document on behalf of the Board. A Designated Official may also cause the preparation and circulation of a Disclosure Document with respect to short-term borrowings of the Board for secondary market purposes that have been previously authorized by the Board.

If determined to be necessary by a Designated Official in connection with the initial sale or subsequent reoffering of any obligations previously authorized by this Board, the preparation, use and distribution of a Disclosure Document relating to such obligations is hereby authorized and approved. The Designated Officials are each hereby authorized to execute and deliver such Disclosure Document on behalf of the Board. The Disclosure Document herein authorized shall contain a description of the terms and provisions of, and security for, such obligations, the use of proceeds of such obligations, financial information relating to the Board, and such other information as any Designated Officer determines to be advisable under the circumstances.

In connection with the sale of a Series of the Bonds, the Designated Officials are hereby authorized to provide to prospective Placement Purchasers such information regarding the Board’s operations and finances as would typically be included in a Disclosure Document and to enter into such discussions and negotiations with such prospective Placement Purchasers as such Designated Officials shall deem appropriate. In addition, the Designated Officials are hereby authorized to prepare a Notice of Sale for distribution to potential bidders in connection with a public, competitive sale of a Series of the Bonds and to take all actions necessary to conduct any such sale.

(g) The proceeds from the sale of each Series of the Bonds shall be applied to (i) the payment of costs of the refunding of the Outstanding Bonds and the accomplishment of the Refunding Plan as provided in the Indenture securing such Series, (ii) such interest to become due on such Bonds for such period not to exceed 2 years as shall be determined by the Senior

Vice President of Finance or the Chief Financial Officer, and (iii) the payment of the expenses related to the issuance of such Bonds, including, without limitation, fees to be paid to Bond Insurers or Credit Providers, and such proceeds shall be applied as provided in the applicable Indenture. In addition, proceeds from the sale of a Series of the Bonds in the amount of not to exceed 10% of the principal amount thereof may be deposited into a debt service reserve fund to be held under the applicable Indenture upon the direction of the Senior Vice President of Finance or the Chief Financial Officer if it is determined that the creation of such debt service reserve fund is necessary and required in connection with the sale of such Bonds. All of such proceeds are hereby appropriated for the purposes specified in this paragraph.

(h) Each of the Senior Vice President of Finance and the Chief Financial Officer is hereby authorized to enter into or approve such agreements with investment providers as shall be necessary or advisable in connection with the investment of any funds on deposit under the Indenture, to the extent such investments are authorized under the terms of the Indenture, the Investment Policy of the Board and applicable law, as in effect from time to time.

Section 5. Escrow of Pledged Debt Service Taxes. If deemed necessary and desirable to provide additional security for any Bonds, each of the Designated Officials is hereby authorized to execute and deliver on behalf of the Board, and the Secretary is authorized to attest, a form of escrow or other similar agreements with a bank, trust company or national banking association having the same qualifications as those set forth in Section 2(a) for a Trustee, reflecting the issuance of the Bonds and such segregation of Pledged Debt Service Taxes as the Designated Official executing such agreement shall deem appropriate.

Section 6. Escrow Directions. Each of the Designated Officials is hereby authorized, pursuant to authority contained in Section 20-90 of the Property Tax Code, 35 Illinois Compiled Statutes 200, to execute a written direction to the County Collectors of The Counties of Cook and DuPage, Illinois (the “**County Collectors**”), (i) to deposit the collections of the Pledged Debt Service Taxes as and when extended for collection directly with such escrow agent designated pursuant to Section 5 in order to secure the payment of the principal of and interest on the Bonds, and (ii) to the extent necessary, advising the County Collectors of the abatement of the Pledged Debt Service Taxes.

Section 7. Tax-Exemption and Non-Arbitrage. Each of the Designated Officials is hereby authorized to take any other actions and to execute any other documents and certificates necessary to assure that the interest payments with respect to the Bonds of each Series are excludable from gross income for federal income tax purposes, to assure that the Bonds do not constitute “arbitrage bonds” or “private activity bonds” under the Internal Revenue Code of 1986, as amended, and to effectuate the issuance and delivery of the Bonds; *provided, however*, that any of the Bonds may be issued as Bonds the interest on which is includible in the gross income of the owner thereof for federal income tax purposes if determined by a Designated Official to be beneficial to the Board.

Section 8. Continuing Disclosure Undertaking. Each of the Designated Officials is hereby authorized to execute and deliver one or more Continuing Disclosure Undertakings (each, a “**Continuing Disclosure Undertaking**”) evidencing the Board’s agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12, as applicable to the Bonds of each Series.

Notwithstanding any other provision of this Resolution or any Indenture, the sole remedies for any failure by the Board to comply with a Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the Board to comply with its obligations under the applicable Continuing Disclosure Undertaking. Each Continuing Disclosure Undertaking shall be in substantially the form used in previous financings of the Board, but with such changes therein as shall be approved by the Designated Official executing the same, with such execution to constitute conclusive evidence of such official's approval and this Board's approval of any changes or revisions therein from such form of Continuing Disclosure Undertaking.

Section 9. Further Acts. Each of the Designated Officials, officials or officers of the Board are hereby authorized to execute and deliver such other documents and agreements and perform such other acts as may be necessary or desirable in connection with the Bonds, including, but not limited to, the exercise following the delivery date of the Bonds of any power or authority delegated to such official under this Resolution with respect to the Bonds upon original issuance, but subject to any limitations on or restrictions of such power or authority as herein set forth.

The General Counsel is hereby authorized to select and engage attorneys and other professionals to provide services related to the transactions described in this Resolution. The General Counsel may make such selection of professionals based upon substantial demonstrated prior experience in addition, each of the Designated Officials is hereby authorized to execute and deliver any supplements or amendments deemed necessary in connection with the issuance, sale and delivery of the Bonds and other obligations of the Board which have heretofore been authorized, sold or delivered.

All actions of the officials or officers of the Board that are in conformity with the purposes and intent of this Resolution are hereby in all respects ratified, approved, and confirmed.

Section 10. Expiration of Authority For Alternate Bonds. The Alternate Bonds authorized by this Resolution may not be issued after the date three years following the end of the petition period pursuant to the backdoor referendum with respect to the 2016 Authorization as provided in Section 17.5(a) of the Act.

Section 11. Severability. The provisions of this Resolution are hereby declared to be severable; and if any section, phrase, or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, or provisions.

Section 12. Repealer and Effective Date. All resolutions or parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution is effective immediately upon its adoption.

AMEND BOARD REPORT 17-0322-RS2
RESOLUTION

**REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE THE
CONSTRUCTION OF THE DORE AND SOUTH LOOP REPLACEMENT SCHOOLS; BYRNE AND
ZAPATA ANNEX PROJECTS AND TO DESIGN THE READ DUNNING MIDDLE SCHOOL PROJECT**

WHEREAS, on July 12, 1956, the Board of Education of the City of Chicago (the "Board") joined in the organization of the Public Building Commission of Chicago (the "PBC"); and

WHEREAS, the PBC provides a means of facilitating the acquisition, construction and improvement of public improvements, buildings and facilities for use by various governmental agencies in the furnishing of essential governmental, educational, health, safety and welfare services; and

WHEREAS, the Board has heretofore participated in the acquisition and construction of public schools and other facilities to provide essential governmental services in cooperation with the PBC and various other governmental agencies; and

WHEREAS, the Board has determined that it is necessary, desirable, advantageous, and in the public interest to undertake various capital projects in conjunction with the City of Chicago and other governmental agencies; and

WHEREAS, the projects would maximize the utilization of educational facilities operated and maintained by the Board by providing new school educational options and enhanced recreational and other facilities and improving the community areas located in the vicinity of school property; and

WHEREAS, the estimated FY17 Board Approved total cost of the projects (Dore Replacement School, South Loop Replacement School, Byrne Annex, Zapata Annex and Read Dunning) is anticipated not-to-exceed \$197,530,000. With this resolution, a partial undertaking with the PBC in the amount of ~~\$165,500,000~~ \$168,088,797 will be incurred by the Board for Project-related costs

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

1. The PBC is hereby requested to complete the Construction for Dore and South Loop Replacements Schools, Byrne Annex, and Zapata Annex and to complete the design of Read Dunning on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA").
2. These Projects are not part of the Modern Schools Across Chicago Program. These Projects will be funded with capital funds generated in Fiscal Year 2017 and TIF Funds or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. The total cost of the Projects to be undertaken by the PBC shall not exceed ~~\$165,500,000~~ \$168,088,797. This dollar amount is necessary to cover project costs, including environmental, site preparation (Dore, South Loop, Byrne, Zapata and Read Dunning), contingency, management fees and construction. The project costs are appropriated in the FY17 Capital Budgets and miscellaneous capital funds.
3. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer. Any such contract may include a requirement that all construction work is subject to the terms contained in Board's existing Project Labor Agreement.

4. No cost may be incurred in excess of the level set forth in paragraph 2 above without prior Board approval.
5. This resolution is effective immediately upon its adoption.

FINANCIALS:

Dore ES: 23381-486-56310-253508-00000-2015 \$41,500,000 (Capital Funds)

South Loop ES: 22631-435-56310-253508-00000-2015 ~~\$44,000,000~~ \$46,588,797 (TIF Funds)

Byrne ES Annex: 22501-486-56310-253518-000000-2017 \$18,000,000 (Capital Funds)

Zapata ES: 23611-486-56310-253518-000000-2017 \$18,000,000 (Capital Funds)

Read Dunning MS: 49171-486-56310-253518-000000-2017 \$44,000,000 (Capital Funds)

**RESOLUTION
AUTHORIZE 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-teacher 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:

<u>Membership Category</u>	<u>Method of Candidate Selection</u>
Parent	Recommendation by serving LSC or Board
Community	Recommendation by serving LSC or Board
Advocate	Recommendation by serving LSC or Board
Teacher	Non-binding Advisory Staff Poll
Non-Teacher Staff Member	Non-binding Advisory Staff Poll
JROTC Instructor	Non-binding Advisory Staff Poll (military academy high schools only)
Student	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 mid-term 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:

1. 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 shall be effective immediately upon adoption.

Exhibit A

NEW APPOINTED LSC MEMBERS

TEACHER

Hannah Ray
M. Brown Rivera
Taisha Manning
Jordan Rice
Heather Smith-Vanduan

REPLACING

Amanda Peden
John Silva
Tiffany Camara
Sashai Jasper
William Rapier

SCHOOL

Audubon
Disney II Magnet
Ninos Heroes
South Shore International
Washington Irving

NON-TEACHER MEMBER

Blanca Fernandez
Luz Velazquez
Jeanette Pantoja
Terrell Walsh
Tiffany Horton

REPLACING

Sara Suh
Elizabeth Casillas
Diana Ruiz
Susan McCollum
Roger Johnson

SCHOOL

Burley
Finkl
Northwest Middle
Senn
Washington Irving

May 24, 2017

RESCIND BOARD REPORT 06-0628-PO2 AND
AMEND BOARD REPORT 16-0224-PO1
AMEND BOARD REPORT 03-1022-PO02
AMEND BOARD REPORT 00-0726-PO2
AMEND BOARD REPORT 98-0826-PO1
AMEND BOARD REPORT 97-0827-PO2
MINIMUM HIGH SCHOOL GRADUATION REQUIREMENTS

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Rescind Board Report 06-0628-PO2 and amend Board Report 16-0224-PO1 ("Minimum High School Graduation Requirements").

PURPOSE:

The This policy regarding sets forth minimum high school graduation requirements increases academic rigor and to prepares students for post-secondary education and the world of work. The graduation requirements meet or exceed requirements for entry into Illinois public colleges and universities.

Furthermore, this policy rescinds Board Report 06-0628-PO2, incorporates changes to minimum graduation requirements approved in prior years and amends minimum graduation requirements as set forth below for students who entered high school in the freshman classes in 2016 and subsequent years.

For students who entered in the freshman class of 2016, or any subsequent class, amend this policy to require that each student provide evidence of a Post-Secondary Plan.

For students who enter in the freshman class of 2017 or later, amend the Consumer Education requirements in this policy to ensure that each student receives a unit of study in Financial Education.

For students who enter in the freshman class of 2018 or later, amend the Science requirements in this policy so that each student receives 1.0 credit in Biology, 1.0 credit in Chemistry, and 1.0 credit in Physics.

HISTORY OF BOARD ACTION:

"Policy for Revised Graduation Requirements for Freshman Students Entering High School September 1984" (Board Report 84-1114-ED14), adopted November 14, 1984. (Rescinded by 97-0827-PO2); Resolution to Establish Policy for Minimum Promotion Requirements for High School Students (Board Report 95-0222-RS3), adopted February 22, 1995 Note: Rescinded by 97-0827-PO1 (Amend Board Report 96-0828-PO3: Adopt the Amended High School Promotion Policy); Resolution to Establish Policy for Minimum High School Graduation Requirements of Three Courses of Science" (Board Report 95-0222-RS4), adopted February 22, 1995. (Rescinded by 97-0827-PO2); Resolution to Establish Policy for Minimum Graduation Requirements of Three Courses of Mathematics (Board Report 95-0222-RS5), adopted February 22, 1995 (Rescinded by 97-0827-PO2); Rescind Board Reports 95-0222-RS4, 95-0222-RS5, 84-1114-ED14 and Adopt Minimum High School Graduation Requirements Policy (Board Report 97-0827-PO2), adopted August 27, 1997; Amend Board Report 97-0827-PO2 Minimum High School Graduation Requirements to Include Community Service Learning Requirements (Board Report 98-0826-PO1), Adopted August 26, 1998; Amend Board Report 98-0826-PO1 Minimum High School Graduation Requirements (Board Report 00-0726-PO2), Adopted July 26, 2000; Amend Board Report 00-0726-PO2 Minimum High School Graduation Requirements (Board Report 03-1022-PO02), Adopted October 22, 2003, Amend Board Report 03-1022-PO2 Minimum High School Graduation Requirements (Board Report 06-0628-PO2), Adopted June 28, 2006-, Amend Board Report 06-0628-PO2 Minimum High School Graduation Requirements (Board Report 16-0224-PO01), Adopted February 24, 2016.

POLICY TEXT:

CHICAGO PUBLIC SCHOOLS MINIMUM HIGH SCHOOL GRADUATION REQUIREMENTS

I. ACADEMIC REQUIREMENTS

A student must earn a minimum total 24 credits in the following areas:

A. English (emphasis on written communication, oral communication, and literature; English I and English II serve to satisfy the state requirement for writing intensive courses) (4.0 credits)

1. English I
2. English II
3. English III
4. English IV

B. Mathematics (3.0 credits)

1. Algebra
2. Geometry
3. Advanced Algebra/Trigonometry

For students who successfully complete Algebra prior to entering high school or who successfully place out of Algebra upon entering high school as Freshmen, the following three required credits apply:

- a. Geometry
- b. Advanced Algebra/Trigonometry
- c. Pre-calculus or College Algebra/Analytic Geometry or an Advanced Placement mathematics course or an advanced mathematics elective course that is approved by the Chief Education Office

For students who successfully complete Algebra and Geometry prior to entering high school or who successfully place out of Algebra and Geometry upon entering high school as Freshmen, the following three required credits apply:

- a. Advanced Algebra/Trigonometry
- b. Pre-calculus or College Algebra/Analytic Geometry or an Advanced Placement mathematics course
- c. An advanced mathematics elective course that is approved by the Chief Education Office

These requirements apply equally to students who received formal high school credit for the Algebra or Geometry course taken prior to entering high school and to students who successfully place into a more advanced course, but did not receive formal high school credit for an Algebra or Geometry course.

C. Science (3.0 credits)

The following requirements apply to students who entered high school as freshman in 2015, 2016 and 2017:

1. Biology (1.0 credit)

2. Other Laboratory Science Courses (a combination of the following four courses at either 0.5 or 1.0 credit each for a total of 2.0 credits. No more than 1.0 credit in one course may be used towards satisfaction of the science requirement):
 - a. Chemistry
 - b. Earth and Space Science
 - c. Environmental Science
 - d. Physics

The following requirements apply to students who enter high school as freshman in 2018 or later:

1. Biology (1.0 credit)
2. Chemistry (1.0)
3. Physics (1.0)

These courses may be taken in any sequence.

- D. Social Science (3.0 credits)

The following requirements apply to students who entered high school as freshman in 2013, 2014 and 2015:

1. World Studies
2. United States History
3. Other Social Science course

The following requirements apply to students who entered high school as freshman in 2016 or later:

1. World Studies
2. United States History
3. Other Social Science course (a minimum of which must be 0.5 credit in Civics or AP U.S. Government)

- E. World Language (2.0 credits)

1. Course I
2. Course II

- F. Fine Arts (credits may be completed in a single arts discipline; high schools must offer at least two arts disciplines.) (2.0 credits)

- G. Physical Education or ROTC (athletic team credit possible in lieu of Physical Education but not in lieu of Health and Driver's Education) (2.0 credits)

1. Physical Education I/Health or ROTC I/Health
2. Physical Education II/Driver's Education or ROTC II/Driver's Education

- H. Career Education or ROTC (college career pathways or advanced academic/fine arts options are part of Career Education) (~~1.0 credit~~)

The following requirements (2.0 credits) apply to students who entered high school as freshman in 2013, 2014 or 2015:

1. Career Education I or ROTC III
2. Career Education II or ROTC IV

The following requirements (1.0 credits) apply to students who entered high school as freshman in 2016 or later:

1. Career Education I or ROTC III
- I. Computer Science (1.0 credits); this requirement applies to students who entered high school as freshman in 2016 or later.
- J. Electives (3.0 credits)

II. **COMMUNITY SERVICE LEARNING REQUIREMENT**

It is the intent of the Board to develop, encourage and promote partnerships with city agencies, community-based organizations and not-for-profit service entities in order to provide appropriate service opportunities for high school students. These requirements were developed with the assistance from a broad-based volunteer Task Force.

The following requirements apply to students who entered high school as freshman in 2013, 2014 and 2015:

- 1) All students must complete a Service Learning project prior to graduation.
- 2) High School principals shall designate a special Service Learning Coach to oversee projects, student participation, record-keeping and agency involvement;
- 3) Service Learning projects shall be linked to current academic goals and curriculum and shall promote social awareness and career development; and
- 4) A total of forty hours prior to graduation, with a minimum of twenty hours completed by the end of the sophomore year, which includes preparation, action, and reflection, will be required of each student; and
- 5) Service Learning criteria shall be developed by the Chief Education Officer or designee.

The following requirements apply to students who entered high school as freshman in 2016 or later:

- 1) All students must complete (2) Service Learning projects prior to graduation in the following way;
 - a) Successful completion of a service project in the required Civics or AP U.S. Government course; **and**
 - b) Successful completion of a service project either independently or in conjunction with a course offering during 9th or 10th grade.
- 2) High School principals shall designate a special Service Learning Coach to oversee projects, student participation, record-keeping and agency involvement;
- 3) Service Learning projects shall be linked to current academic goals and curriculum and shall promote civic engagement, social awareness and career development; and

- 4) Service Learning criteria shall be developed by the Chief Education Officer or designee.

III. OTHER GRADUATION REQUIREMENTS

- A. Completion of State non-credit requirements (~~Consumer Education, demonstrated knowledge of U.S. and Illinois constitutions~~) as part of subject area curricula.

The following requirements apply to students who entered high school as freshman in 2013, 2014, 2015 or 2016:

Consumer Education, and demonstrated knowledge of U.S. and Illinois constitutions as part of subject area curricula.

The following requirements apply to students who enter high school as freshman in 2017 or later:

A unit of Financial Education/Consumer Education as part of subject area curricula and a demonstrated knowledge of U.S. and Illinois constitutions.

- B. Taking the state-mandated college and career ready determination exam unless otherwise excused by state law. Students must qualify as having taken the state-mandated college and career ready determination exam in accordance with state guidelines.
- C. For students who entered high school as freshman in 2016 or later, provide evidence of a Post-Secondary Plan per the Post-Secondary Guidance Document published by the Chief Education Officer or designee.

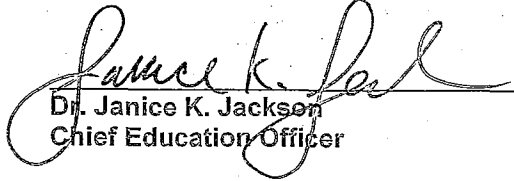
IV. APPLICATION OF GRADUATION REQUIREMENTS

- A. Implementation of the amendments to this policy shall begin with students who entered Chicago public high schools as freshmen in September 2016 for a Post-Secondary Plan, September 2017 for Financial Education/Consumer Education and September 2018 for Science.
- B. Students in vocational/technical programs must meet all minimum graduation requirements along with any applicable special program requirements.
- C. The Chief Education Office may allow the successful completion of IB Diploma Programme requirements or advanced placement courses to be accepted in lieu of core curricula, arts, physical education, and other graduation requirements.
- D. Students with limited-English-proficiency meet all graduation requirements with placement in English/ESL and support in other subject areas as appropriate.
- E. Students with disabilities meet graduation requirements with appropriate accommodations and curricular modifications as determined by their individual education plans (IEPs). Any student with disabilities who has attended four years of high school but has not earned twenty-four (24) credits or whose IEP prescribes the continuation of special education and/or related services or the provision of transition services beyond the completion of four years of high school may participate in the graduation ceremony. The Chief Executive Office shall issue guidelines regarding this participation, including the issuance of a certificate and notification of parents and students.

- F. Students may place out of courses through exams, but shall not receive credit towards graduation for courses not actually taken.
- G. Schools have the option to develop an integrated or thematic equivalent of subject area courses in so far as standards are met.
- H. Credit is awarded in Carnegie Units that are equivalent to 120 hours of instructional time; integrated/thematic courses will be translated into Carnegie Units.
- I. The Chief Education Office or designee shall determine appropriate placement for transfer students and students participating in independent study following an assessment of the individual student's academic progress and completion of relevant coursework. Based on this assessment, the Chief Education Office may award credit towards fulfillment of the minimum graduation requirements noted in this Policy.

LEGAL REFERENCES: 105 ILCS 5/2-3.64; 105 ILCS 5/14-16; 105 ILCS 5/27-5; 105 ILCS 5/27-6; 105 ILCS 5/27-12.1; 105 ILCS 5/27-21; 105 ILCS 5/27-22; 105 ILCS 5/27-22.05; 105 ILCS 5/27-22.2; 105 ILCS 5/27-22.3; 105 ILCS 5/27-24.2; 110 ILCS 305/8; 110 ILCS 520/8e; 110 ILCS 660/5; 110 ILCS 665/10-85; 110 ILCS 670/15-85; 110 ILCS 675/20-85; 110 ILCS 680/25-85; 110 ILCS 685/30-85; 110 ILCS 690/35-85; 23 Ill. Adm. Code § 1.440; 23 Ill. Adm. Code § 1.445; 23 Ill. Adm. Code § 1.460.

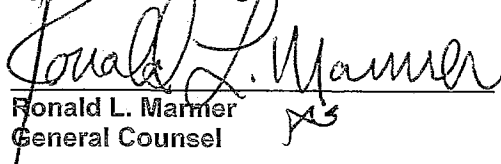
Approved for Consideration:


Dr. Janice K. Jackson
Chief Education Officer

Respectfully Submitted:


Forrest Claypool
Chief Executive Officer

Approved as to legal form:


Ronald L. Manner
General Counsel



Estela G. Beltran
SECRETARY

Board of Education

City of Chicago

Office of the Board
1 North Dearborn Street, Suite 950, Chicago, Illinois 60602
(773) 553-1600 Fax (773) 553-1601

Susan J. Narrajos
ASSISTANT SECRETARY

17-0524-CO1

May 24, 2017

COMMUNICATION RE: LOCATION OF BOARD MEETING OF JUNE 28, 2017

**Frank M. Clark President, and
Members of the Board of Education**

**Mark F. Furlong
Rev. Michael J. Garanzini, S.J.
Jaime Guzman
Dr. Mahalia A. Hines
Arnie Rivera
Gail D. Ward**

This is to advise that the Regular Meeting of the Board of Education scheduled for Wednesday, June 28, 2017 will be held at:

CPS Loop Office
42 W. Madison Street, Garden Level, Board Room
Chicago, IL 60602

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 28, 2017 Board Meeting, advance registration to speak and observe will be available beginning Monday, June 26th at 10:30 a.m. and will close on Tuesday, June 27th 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: 1 North Dearborn, Suite 950

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.

Sincerely,

Estela G. Beltran
Secretary



Board of Education

City of Chicago

Estela G. Beltran
SECRETARY

Office of the Board
1 North Dearborn Street, Suite 950, Chicago, Illinois 60602
(773) 553-1600 Fax (773) 553-1601

Susan J. Narrajos
ASSISTANT SECRETARY

17-0524-CO2

May 24, 2017

COMMUNICATION RE: 2017-2018 SCHEDULE OF REGULAR BOARD MEETINGS – BOARD OF EDUCATION, CITY OF CHICAGO

TO THE MEMBERS OF THE BOARD OF EDUCATION:

I am hereby submitting the 2017-2018 Schedule of Regular Board Meetings. The Board Meetings will be held on the fourth Wednesday of each month, unless otherwise noted.

2017 Schedule

July 26, 2017
August 23, 2017
September 27, 2017
October 25, 2017
November 15, 2017 (3rd Wednesday)
December 20, 2017 (3rd Wednesday)

2018 Schedule

January 24, 2018
February 28, 2018
March 21, 2018 (3rd Wednesday)
April 25, 2018
May 23, 2018
June 27, 2018
July 25, 2018
August 22, 2018

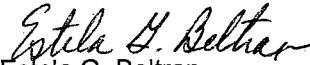
The Board Meetings will be held at CPS Loop Office, 42 West Madison Street, Garden Level, Board Room and will begin at 10:30 a.m. until further notice. Advance registration for Public Participation will open the Monday preceding the Board meeting at 10:30 a.m. and close Tuesday at 5:00 p.m., or until all slots are filled or otherwise noted. Advance registration is available for speakers and observers. You can advance register via:

Online: www.cpsboe.org (recommended)
Phone: (773) 553-1600
In Person: 1 North Dearborn, Suite 950

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 2017-2018 Planning Calendar has been prepared in accordance with the *Illinois Open Meetings Act* and will be available for public distribution.

Respectfully submitted,


Estela G. Beltran
Secretary

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 Facility Opers & Maint - City Wide to Ted Lenart Regional Gifted Center

20170179229

Rationale: Provide labor and material to complete Hydrojetting to main line. And provide camera diagnostics.
Maximo s.r. 2913846 w.o. 5052401

Transfer From:

11880	Facility Opers & Maint - City Wide
230	Public Building Commission O & M
56105	Services - Repair Contracts
254033	O&M South
000000	Default Value

Transfer To:

29361	Ted Lenart Regional Gifted Center
230	Public Building Commission O & M
56105	Services - Repair Contracts
254033	O&M South
000000	Default Value

Amount: \$1,000

2. Transfer from Facility Opers & Maint - City Wide to Francis W Parker Community Academy

20170179374

Rationale: Men In Sewers will provide materials and labor to do a camera diagnostics from north catch basin also power rod with high pressure hydrojetting equipment in case obstruction are located. the purpose to confirm or deny sewer line is backpitch

Transfer From:

11880	Facility Opers & Maint - City Wide
230	Public Building Commission O & M
56105	Services - Repair Contracts
254033	O&M South
000000	Default Value

Transfer To:

31181	Francis W Parker Community Academy
230	Public Building Commission O & M
56105	Services - Repair Contracts
254033	O&M South
000000	Default Value

Amount: \$1,000

3. Transfer from Office of Catholic Schools to Joan Dachs Bais Yaakov Elem

20170180224

Rationale: Transfer funds to process approved purchase orders for Private Schools Title I programs

Transfer From:

69510	Office of Catholic Schools
332	NCLB Title I Regular Fund
54125	Services - Professional/Administrative
370004	Nonpublic Instructional & Support Services
430186	Nonpublic Inst. & Supp. Serv. - Catholic

Transfer To:

69314	Joan Dachs Bais Yaakov Elem
332	NCLB Title I Regular Fund
54130	Services - Non Professional
300013	Non-Public Professional Development
430190	Nonpublic Inst. & Supp. Serv. - Jewish

Amount: \$1,000

4. Transfer from Office of Catholic Schools to Akiba Jewish Day School

20170180226

Rationale: Transfer funds to process approved purchase orders for Private Schools Title I programs

Transfer From:

69510 Office of Catholic Schools
332 NCLB Title I Regular Fund
54125 Services - Professional/Administrative
370004 Nonpublic Instructional & Support Services
430186 Nonpublic Inst. & Supp. Serv. - Catholic

Transfer To:

69343 Akiba Jewish Day School
332 NCLB Title I Regular Fund
54130 Services - Non Professional
300013 Non-Public Professional Development
430190 Nonpublic Inst. & Supp. Serv. - Jewish

Amount: \$1,000

5. Transfer from Office of Catholic Schools to Arie Crown School

20170180227

Rationale: Transfer funds to process approved purchase orders for Private Schools Title I programs

Transfer From:

69510 Office of Catholic Schools
332 NCLB Title I Regular Fund
54125 Services - Professional/Administrative
370004 Nonpublic Instructional & Support Services
430186 Nonpublic Inst. & Supp. Serv. - Catholic

Transfer To:

69591 Arie Crown School
332 NCLB Title I Regular Fund
54130 Services - Non Professional
300013 Non-Public Professional Development
430190 Nonpublic Inst. & Supp. Serv. - Jewish

Amount: \$1,000

6. Transfer from Facility Opers & Maint - City Wide to Whitney M Young Magnet High School

20170180656

Rationale: Men In Sewers to remove dirt and debris from Swimming Pool ejector pit. Requirement for pump change out.

Maximo#2952102

Transfer From:

11880 Facility Opers & Maint - City Wide
230 Public Building Commission O & M
56105 Services - Repair Contracts
254032 O&M West
000000 Default Value

Transfer To:

47101 Whitney M Young Magnet High School
230 Public Building Commission O & M
56105 Services - Repair Contracts
254032 O&M West
000000 Default Value

Amount: \$1,000

7. Transfer from Early College and Career - City Wide to John Marshall Metropolitan High School

20170181371

Rationale: Transfer funds for culinary arts supplies.

Transfer From:

13727 Early College and Career - City Wide
369 Title I - School Improvement Carl Perkins
53205 Commodities - Food Supplies
119035 Other Instruction Purposes - Miscellaneous
474564 Special Student Needs-C. Perkins

Transfer To:

47041 John Marshall Metropolitan High School
369 Title I - School Improvement Carl Perkins
53405 Commodities - Supplies
140505 Culinary Arts
474564 Special Student Needs-C. Perkins

Amount: \$1,000

1440. Transfer from Early Childhood Development - City Wide to Education General - City Wide

20170188094

Rationale: Transfer of funds to pay for school based programs.

Transfer From:

11385 Early Childhood Development - City Wide
 362 Early Childhood Development
 54105 Services: Non-technical/Laborer
 111085 Early Childhood: Subcontracting
 376663 State Preschool For All Age 0-3 Community Partnerships

Transfer To:

12670 Education General - City Wide
 362 Early Childhood Development
 57915 Miscellaneous - Contingent Projects
 600002 Contingency For Project Expansion
 376662 State Preschool For All Age 3-5

Amount: \$2,800,000

1441. Transfer from Capital/Operations - City Wide to Roberto Clemente Community Academy High School

20170182644

Rationale: Funds Transfer From Award# 2017-486-00-05 To Project# 2017-51091-UAF ; Change Reason : NA

Transfer From:

12150 Capital/Operations - City Wide
 486 CIT Bond Proceeds
 56310 Capitalized Construction
 253524 Playground Program
 000000 Default Value

Transfer To:

51091 Roberto Clemente Community Academy High School
 486 CIT Bond Proceeds
 56310 Capitalized Construction
 320008 Playgrounds And Stadia
 000000 Default Value

Amount: \$3,024,387

1442. Transfer from Capital/Operations - City Wide to Michelle Clark Academic Prep Magnet High School

20170181292

Rationale: Funds Transfer From Award# 2017-486-00-02 To Project# 2017-41051-MCR ; Change Reason : NA

Transfer From:

12150 Capital/Operations - City Wide
 486 CIT Bond Proceeds
 56310 Capitalized Construction
 251392 Repairs & Improvements
 000000 Default Value

Transfer To:

41051 Michelle Clark Academic Prep Magnet High School
 486 CIT Bond Proceeds
 56310 Capitalized Construction
 253508 Renovations
 000000 Default Value

Amount: \$6,632,820

1443. Transfer from Jose De Diego Community Academy to Capital/Operations - City Wide

20170178491

Rationale: Funds Transfer From Project# 2016-31261-MCR To Award# 2016-484-00-07 ; Change Reason : NA

Transfer From:

31261 Jose De Diego Community Academy
 484 CIP Series 2013BC
 56310 Capitalized Construction
 253508 Renovations
 600016 2016 Bond Proceeds

Transfer To:

12150 Capital/Operations - City Wide
 484 CIP Series 2013BC
 56310 Capitalized Construction
 253508 Renovations
 600016 2016 Bond Proceeds

Amount: \$7,965,439

1444. Transfer from Capital/Operations - City Wide to Joseph E Gary School

20170179742

Rationale: Funds Transfer From Award# 2017-486-00-02 To Project# 2017-23311-MCR ; Change Reason : NA

Transfer From:

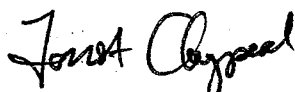
12150 Capital/Operations - City Wide
486 CIT Bond Proceeds
56310 Capitalized Construction
251392 Repairs & Improvements
000000 Default Value

Transfer To:


23311 Joseph E Gary School
486 CIT Bond Proceeds
56310 Capitalized Construction
253508 Renovations
000000 Default Value

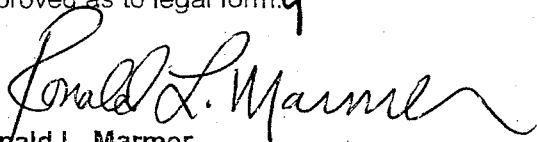
Amount: \$11,406,521

Respectfully submitted:



Forrest Claypool
Chief Executive Office

Approved as to legal form: 



Ronald L. Marmer
General Counsel

**APPROVE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS
DEPARTMENT OF CHILDREN AND FAMILY SERVICES (DCFS)**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an Intergovernmental Agreement (IGA) with the Illinois Department of Children and Family Services (DCFS) to obtain background history reports from DCFS on prospective and current CPS employees, vendors and volunteers. A written agreement is currently being negotiated. No services shall be provided and no payment shall be made to DCFS prior to execution of the agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

AGENCY: Department of Children & Family Services
406 E. Monroe St.
Springfield, IL 62701
Contact: Anmarie C. Brandenburg, Special Assistant General Counsel
Contact Phone: (847) 948-6777
Contact Address: 1755 Lake Cook Road, Deerfield, IL 60015

USER: Talent Office
42 W. Madison Street
Chicago, IL 60602
Matthew Lyons, Chief Talent Officer

DESCRIPTION: DCFS will provide indicated findings and investigative reports to CPS related to child abuse and neglect allegations involving prospective and current CPS employees, vendors and volunteers. After an internal investigation, CPS will make a determination about the eligibility of the individual to be an employee, vendor or volunteer with CPS.

TERM: The term of this agreement shall commence on June 1, 2017 and shall end on June 30, 2022. This agreement shall have three (3) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT: The Board shall have the right to terminate this agreement with thirty (30) days written notice.

COMPENSATION: DCFS shall be paid for each individual check requested and performed, as set forth in the agreement. Estimated annual costs of the term are set forth below:

\$75,000 FY18
\$40,000 FY19
\$40,000 FY20
\$40,000 FY21
\$40,000 FY22

SCOPE OF SERVICES: DCFS shall process all requests for background checks and notify CPS with the results within the turnaround times agreed upon by the parties in the agreement. DCFS may provide services to CPS related to the interpretation or translation of the background checks, when necessary.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreements, including terms requiring the Board to indemnify DCFS. Authorize the President and Secretary to execute the agreements. Authorize the Chief Talent Officer to execute all documents required to administer or effectuate the 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 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: Estimated annual costs are set forth below:

Fund:

Talent Office, Unit 11010

\$235,000, FY18-FY22

Local Funds (115) will be utilized. Funding is based upon budget appropriation and approval.

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.

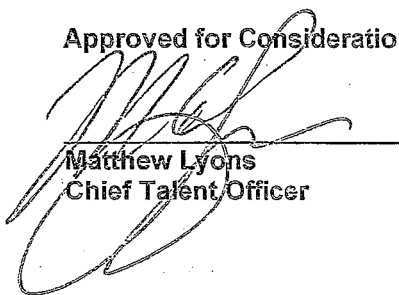
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their 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).

Approved for Consideration:



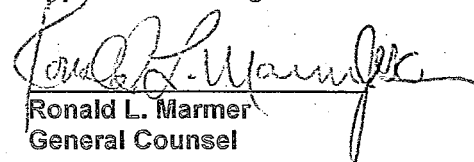
Matthew Lyons
Chief Talent Officer

Approved:



Forrest Claypool
Chief Executive Officer

Approved as to legal form:



Ronald L. Marmer
General Counsel

**APPROVE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE DEPARTMENT
OF FAMILY & SUPPORT SERVICES (DFSS) – THE CITY OF CHICAGO**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an Intergovernmental Agreement (IGA) with the Department of Family and Support Services (DFSS) – the City of Chicago to provide support to approximately 102 agencies to service prenatal parents and birth to 5 years of age students at a cost set forth in the compensation section of this report. A written agreement is currently being negotiated. No services shall be provided and no payment shall be made to DFSS prior to execution of the agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

AGENCY: Department of Family & Support Services – The City of Chicago
1615 W. Chicago Ave.
Chicago, IL 60622
Samantha Aigner-Treworgy, Director of Early Education Policy
(312) 746-8545

USER: Office of Early Childhood Education
42 W. Madison Street, Garden Level
Chicago, IL 60602
Diego Ferney Giraldo, Chief Officer, Office of Early Childhood Education
(773) 553-2010

DESCRIPTION: As part of the Mayor's second term priority initiative, the City wants to consolidate the funding and oversight of community-based early childhood programming to DFSS. This consists of transferring the current community-based funding and capacity housed in CPS to DFSS and realigning the DFSS Children Services Division accordingly to accommodate this new funding from the Early Childhood Block Grant. The goal is to fully implement by the 2017-18 school year.

TERM: The term of the agreement shall commence on July 1, 2017 and shall end on June 30, 2018. The agreement shall have two (2) options to renew of one (1) year periods.

COMPENSATION: DFSS shall be paid as set forth in the agreement. The estimated annual cost is \$58,000,000. The total amount authorized by this Board Report is \$58,000,000.

RESPONSIBILITIES OF THE PARTIES: DFSS will use the monies to fund community-based organizations to implement early childhood programming for prenatal parents and children age birth to five; funds will be disbursed to community-based organizations to implement birth to age five programming. The context for services to children prenatal to age three will include home visiting and center-based program models and the service context for preschool children ages 3-5 will be the center-based program model.

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 Financial Officer to execute all documents required to administer or effectuate the 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 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: Office of Early Childhood Education

Fiscal Year: 2018-19

Budget Classifications: 11385-362-54105-119027-376663 (\$58,000,000 FY18-FY19)
11385-362-54105-119027-376664

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.

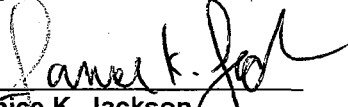
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their 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.

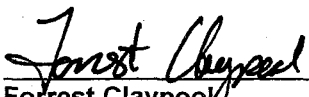
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:





Janice K. Jackson
Chief Education Officer

Approved:



Forrest Claypool
Chief Executive Officer

Approved as to legal form: 



Ronald L. Marmer
General Counsel

**AUTHORIZE PLACEMENT OF THE BOARD'S FY 2018 EXCESS LIABILITY AND
PROPERTY INSURANCE PROGRAMS WITH VARIOUS INSURANCE COMPANIES THROUGH
MESIROW INSURANCE SERVICES, INC.**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize Mesirow Insurance Services, Inc., (Mesirow) to place insurance policies on behalf of the Board for liability and property insurance programs in the aggregate amount not to exceed \$300 million and at an annual premium cost not to exceed \$6.5 million, subject to the review and approval of the Chief Financial Officer and, as to legal form, the General Counsel. These placements will be arranged through Mesirow, the Board's insurance broker, which was selected on a competitive basis pursuant to Board Rule 7-2. The policies of coverage constitute the contract between the Board and insurance carriers.

INSURANCE BROKER:

Vendor# 84715
Mesirow Insurance Services, Inc.
353 N. Clark Street
Chicago, Illinois 60654
Linda Price, Executive Vice President
(312) 595-7260
Ownership: Alliant Insurance Services, Inc. - 100%

USER:

Finance Department/Risk Management
42 West Madison Street – 2nd Floor
Jennie Huang Bennett, Chief Financial Officer
(773) 553-2595

TERM: The term of each insurance policy shall commence on July 1, 2017, and shall end on June 30, 2018.

FINANCIAL:

Charge to Risk Management, Unit 12460 Fund 210

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 – Any 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 July 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.

17-0524-FN1


Contingent Liability –Any 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).

Approved for Consideration:

Approved:

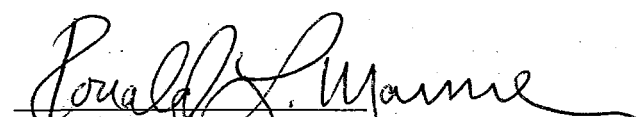


Jennie Huang Bennett
Chief Financial Officer



Forrest Claypool
Chief Executive Officer

Approved as to legal form: *mm*



Ronald Marnier
General Counsel

May 24, 2017

**VOLUNTARY EXCLUSION OF MCBRADY-MCMAHON, INC., BRIAN MCMAHON, DAVE WELTER,
MAUREEN WELTER AND MIDWEST EDUCATIONAL FURNISHINGS, INC.**

THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING RECOMMENDATION:

That the Chief Administrative Officer has tentatively reached a settlement, subject to Board approval, in connection with debarment proceedings initiated against McBrady-McMahon, Inc., Brian McMahon, Dave Welter, Maureen Welter, and Midwest Educational Furnishings, Inc. in November 2014. The settlement would dispose of the debarment proceedings and allow the Board of Education of the City of Chicago ("Board") to permanently voluntarily exclude these parties from doing any business with the Board.

The Chief Administrative Officer recommends approval of the settlement, which calls for the voluntary permanent exclusion of McBrady-McMahon, Inc., Brian McMahon, Dave Welter, Maureen Welter, and Midwest Educational Furnishings, Inc.

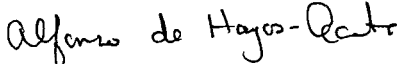
LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Affirmative Action review is not applicable to this report.


FINANCIAL: None.

GENERAL CONDITIONS: None.

APPROVED:


ALFONSO De HOYAS-ACOSTA
Chief Administrative Officer

APPROVED AS TO LEGAL FORM: 


RONALD L. MARMOR
General Counsel

May 24, 2017

DEBARMENT OF RANDY KEESHIN**THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING RECOMMENDATION:**

That the Board of Education of the City of Chicago ("Board") permanently debar Randy Keeshin ("Respondent") from doing any business with the Board.

Following the Office of the Inspector General's recommendations in Report 13-01110, the Board's Chief Procurement Officer served Respondent with a Notice of Proposed Debarment ("Notice") on November 20, 2014, initiating a debarment proceeding against him, based upon Respondent's stringing purchases to avoid the \$10,000 per year per vendor limit on non-competitive purchases, which are violations of the Code of Ethics and sections 2(c), (e), (h), (i)(2) (3), (6) and (9) and (k) of the Board's Debarment Policy ("Policy"). The Chief Administrative Officer has reviewed the record (as defined in section 4.5(10) of the Policy) and recommends permanent debarment.

Based on the facts set forth in the record as defined in section 4.5(10) of the Policy, the Chief Administrative Officer recommends that the Board adopt the findings of the Inspector General and permanently debar Respondent from doing any business with the Board effective immediately. All existing contracts between the Board and Respondent are terminated. Respondent is also ineligible to act as a subcontractor or supplier to any existing or future Board contracts.

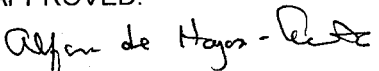
LSC REVIEW: LSC approval is not applicable to this report.


AFFIRMATIVE ACTION STATUS: Affirmative Action review is not applicable to this report.

FINANCIAL: None.

GENERAL CONDITIONS: None.

APPROVED:


ALFONSO De HOYAS-ACOSTA
Chief Administrative Officer

APPROVED AS TO LEGAL FORM: 


RONALD L. MARMOR
General Counsel

May 24, 2017

AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH HOUGHTON MIFFLIN HARCOURT FOR THE PURCHASE OF TEST MATERIALS AND RELATED SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreement with Houghton Mifflin Harcourt Publishing Company to provide selective enrollment test materials and related services to the Office of Accountability at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option 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 option is stated below.

Specification Number : 15-350042

Contract Administrator : Janus, Ms. Rene / 773-553-2280

VENDOR:

- 1) Vendor # 13240
HOUGHTON MIFFLIN HARCOURT
PUBLISHING COMPANY
222 BERKELEY STREET
BOSTON, MA 02116
Cathy Lawrence
617 351-5000

Ownership: Publicly Traded

USER INFORMATION :

Contact:
11201 - Access and Enrollment
42 West Madison Street
Chicago, IL 60602
Howard, Mr. Tony T
773-553-3546

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 15-0826-PR1) in the amount of \$730,898.00 is for a term commencing September 1, 2015 and ending August 31, 2017, with the Board having three (3) 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 this agreement is being renewed for two (2) years commencing September 1, 2017 and ending August 31, 2019.

OPTION PERIODS REMAINING:

There are two (2) option periods for two (2) years remaining.

SCOPE OF SERVICES:

The vendor shall continue to provide tests, pre-ID labels, answer sheets and custom reporting services for Selective Enrollment Elementary Schools (SEES), pre-kindergarten through seventh grades, and the Comprehensive Gifted Program (CGP). The vendor shall also continue to provide answer sheets, test books, and customized reporting services for Selective Enrollment High Schools (SEHS).

DELIVERABLES:

The vendor shall continue to provide the Office of Accountability with tests, pre-ID labels, and customized reporting services during the SEES, SEHS, and CGP application season.

OUTCOMES:

This purchase will result in identifying students for Selective Enrollment Elementary Schools, Selective Enrollment High Schools, and the Comprehensive Gifted Program.

COMPENSATION:

Vendor shall be paid in accordance with the unit prices contained in the agreement; Estimated annual costs for the two (2) year option period are set forth below:

\$381,798.71, FY18

\$296,492.39, FY19

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 Director of Access and Enrollment to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Participation in Goods and Services contracts (M/WBE Program), this scope is not further divisible and is waived of any MWBE participation.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115

Office of Access and Enrollment, 11201

\$381,798.71, FY18

\$296,492.39, FY19

Not to exceed \$678,291.10 for the two (2) year term

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).

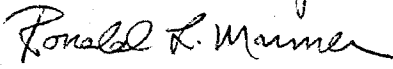
Approved for Consideration:


JOSE ALFONSO DE HOYOS-ACOSTA
Chief Administrative Officer

Approved:


FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form:


RONALD L. MARMER
General Counsel

May 24, 2017

**AUTHORIZE THE SECOND RENEWAL AGREEMENT WITH SAGA INNOVATIONS, INC
FOR IN-CLASS MATH TUTORING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the second renewal agreement with SAGA Innovations, Inc. to provide in-class math tutoring services to at-risk students at various high schools at an estimated annual cost set forth in the compensation section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to SAGA Innovations, Inc during the option 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 option is stated below.

Specification Number : 15-350031

Contract Administrator : Hubbard, Ms. Carisa Ann / 773-553-2280

VENDOR:

- 1) Vendor # 16228
SAGA Innovations Inc.
10 Laudholm Rd.
Newton, MA 02458
Alan Safran
657 501-9401
Ownership: Non-Profit

USER INFORMATION :

Project

Manager: 10871 - Science, Technology, Engineering, and Math (STEM)
programs
42 W Madison
Chicago, IL 60602
Curvey-Johnson, Mrs. Rukiya
773-553-3549

PM Contact: 10870 - College and Career Success Office
42 West Madison Street
Chicago, IL 60602
Mather, Mr. Alan Wesley
773-535-5100

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 15-0624-PR5) in the amount of \$500,000 was for a term commencing July 1, 2015 and ending June 30, 2016, with the Board having three (3) to renew for one (1) year terms. The agreement was renewed (authorized by Board Report 16-0525-PR1) for a term commencing July 1, 2016 and ending June 30, 2017. 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, 2017 and ending June 30 2018.

OPTION PERIODS REMAINING:

There is one (1) option period for one (1) year remaining.

SCOPE OF SERVICES:

Vendor will continue to provide an intensive, high-dosage tutoring program that both personalizes and differentiates instruction for every student based on their academic needs and individual learning styles and will utilize a research and evidence based intervention for math to substantially increase the success of struggling students in grades 9 and 10. The tutoring will be done during the regular school day and does not include tutoring services after regular school hours. The program must be used with struggling students during the regular school day, in a structured class period, and shall allow students to work at their own level and pace, when appropriate. The program will provide a ratio of 1 tutor per 2 students during a period; a tutor will have a caseload of up to fourteen (14) students over the course of a school day and school year. Tutors working a full day will be required to be available during the regular school hours (7.5 hours), five days a week. Tutors that work a partial day must work a minimum of three hours during the regular school day. The number of students served per school will vary by selected school size, although it will be approximately 150 students per school. The projected schools for services are Amundsen High School, Bogan High School, Bowen High School, Chicago Vocational Career Academy (CVCA), Harlan High School, Little Village High School Campus, Kelvyn Park High School, and Wells High School. The total number of students across all these schools that will be served is 800. The program shall be for Board students identified as two or more grade levels below in math. The program shall include training of their tutors on managing students' behavior and strategies.

DELIVERABLES:

Vendor will continue to provide the trained tutors and classroom materials in order to run a successful program. Vendor will also give five (5) assessments to the students throughout the school year in order to measure student progress and achievement and provide reporting and back to the Board based on the results of those assessments.

OUTCOMES:

Vendor's services will continue to result in a successful math tutoring program that will increase the academic outcomes of the students involved. The program will decrease the achievement gap for students that are at least two grade levels behind in math so that they can catch up with their peers.

COMPENSATION:

Vendor shall be paid during this option period as follows: Estimated annual costs for this option period is set forth below:

\$2,500,000 FY18

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 Officer of College and Career Success to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE 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.

FINANCIAL:

Fund 332

Science, Technology, Engineering, and Math (STEM) Programs, Unit #10871

\$2,500,000.00, FY18

Not to exceed \$2,500,000.00 for the one year term. 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).

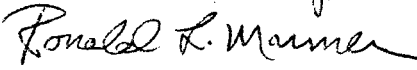
Approved for Consideration:


JOSE ALFONSO DE HOYOS-ACOSTA
Chief Administrative Officer

Approved:


FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form:


RONALD L. MARMER
General Counsel

**AUTHORIZE A NEW AGREEMENT WITH CREATIVE LEARNING SYSTEMS, LLC FOR STEM
SMARTLAB LEARNING ENVIRONMENT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Creative Learning Systems LLC to provide STEM Innovation Lab maintenance support for twelve (12) STEM Initiative Elementary schools and investment for two (2) new schools for a three year term at estimated annual costs set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on April 4, 2017 and approved by the Chief Procurement Officer. Upon approval as a Single Source, the item was published on the Procurement website on April 4, 2017, found here: <http://csc.cps.k12.il.us/purchasing/>. The item will remain on the Procurement website until the May 24, 2017 Board Meeting. This process complies with the independent consultant's recommendations for single source procurement and the Board's Single/Sole Source Committee Charter. 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 : Hubbard, Ms. Carisa Ann / 773-553-2280

VENDOR:

- 1) Vendor # 22843
CREATIVE LEARNING SYSTEMS LLC
1140 BOSTON AVE UNIT 2
LONGMONT, CO 80501

Shelley Nault
800 458-2880

Ownership: C-L-S Acquisition, Llc-53%;
Virtuality Holdings, Inc-43%; Exmarq-4%

USER INFORMATION :

Project
Manager: 10871 - Science, Technology, Engineering, and Math (STEM)
programs

42 W Madison

Chicago, IL 60602

Curvey-Johnson, Mrs. Rukiya

773-553-3549

PM Contact:

10870 - College and Career Success Office

42 West Madison Street

Chicago, IL 60602

Mather, Mr. Alan Wesley

773-535-5100

TERM:

The term of this agreement shall commence on July 1, 2017 and shall end June 30, 2020. 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 shall provide the SmartLab Learning Environment, an integrated, customizable technology & instructional learning lab in up to fourteen (14) elementary schools. The Smart Lab allows for personalized learning through applied technology, project-based learning engagements across a variety of STEM-related fields, including: Engineering, Robotics, Alternative and Renewable Energy, Structures, Multimedia, Science and Data Acquisition. Each CLS SmartLab environment will have Learning Launcher Curriculum with supportive kits and resources for a thirty (30) student course offering for five periods/day.

Vendor will provide the following products and services: curriculum, assessment system, materials, select equipment, construction kits, and software, professional development, modified installation and technical support.

DELIVERABLES:

Vendor will provide the following deliverables for the STEM Innovation Lab:

Design, Implementation, & Integration

- SmartLab system design, consulting, and planning services; including specific facility requirements
- Network consultative services and coordination with selected wiring contractor
- Setup, testing and configuration of all hardware, equipment, computers, software, and printers to be used within the SmartLab
- Coordination of all school owned software within the SmartLab environment
- Imaging of all SmartLab client workstations and servers for easy recovery
- SmartLab Media Systems/Integration Services
- Advanced Exploration Collection
- Computer Control Monitoring System

Curriculum, Kits, & Resources

- Creative Learning Systems Learning Launcher Curriculum with supportive kits and resources for a 30 student course offering
- Creative Learning Systems ePortfolio Assessment System
- Construction Set Storage System with Replacement Construction Sets for Each Class Period
- All equipment, storage systems, kits, apparatus, libraries, curriculum and software described in the following sections.

Professional Development and Support

SmartLab professional development is provided through onsite instruction by a Vendor specialist and all ongoing support is also provided directly by Vendor. Schools are encouraged to include additional staff members in the initial training and orientation, at no added cost to help increase awareness and practice of the "student centered" learning approach throughout the school. Professional development for modules-based programs is typically specified as group instruction at a vendor location. Support is typically provided by area sales representatives.

- Four days of onsite professional development and technical training
- Advanced Facilitator Development Conference Tuition Slot
- Technical and Pedagogical support available via toll-free 800 number
- Curriculum and Support Agreement (CSA) \$4,000 per school per year:
 - Access to hosted Learning Launcher Curriculum including all available updates and additions
 - Access to hosted Facilitator Resources including all available updates and additions
 - Up to four days additional onsite professional development in the event of facilitator turnover
 - Unlimited telephone and online technical & pedagogical support
 - Discounted rate for onsite technical support and/or additional professional development
 - Discounted tuition for future Advanced Facilitator Development Conference (AFDC)
 - Up to \$1,000 per year in enhancement and replacement parts from the SmartLab catalog

OUTCOMES:

Vendor's services will result in:

- Students will develop foundational technology skills in mechanics and structures, robotics, circuitry, science and data acquisition, computer graphics, and publishing and multimedia.
- Students will have hands-on learning experiences that develop and strengthen key 21st Century skills of critical thinking, communications, creativity, and collaboration.
- Students will have increased awareness and exposure to STEM careers
- Teachers will develop and engage in pedagogical strategies to support STEM-focused instructional approaches including student-centered, collaborative learning and authentic performance assessments.

COMPENSATION:

Vendor shall be paid as specified in the agreement; Estimated annual costs for the term are set forth below:

- \$290,000, FY18
- \$210,000, FY19
- \$65,000, FY20

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 Chief of College and Career Success 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 (M/WBE Program), this contract is not further divisible and there are no MWBE goals for proprietary software curriculum contracts.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115
College and Career Success, 10871
\$290,000, FY18
\$210,000, FY19
\$65,000, FY20
Not to exceed \$565,000 for the three year term.
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.

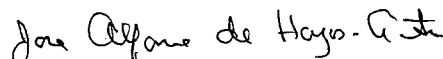
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their 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).

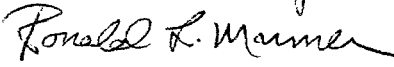
Approved for Consideration:


JOSE ALFONSO DE HOYOS-ACOSTA
Chief Administrative Officer

Approved:


FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form: 


RONALD L. MARMER
General Counsel

**AUTHORIZE A NEW AGREEMENT WITH ILLINOIS RESTAURANT ASSOCIATION EDUCATIONAL
FOUNDATION FOR CULINARY EDUCATION SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Illinois Restaurant Association Educational Foundation ("IRAEF") to provide culinary education services to the department of Early College and Career Education at an annual cost set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on April 4, 2017 and approved by the Chief Procurement Officer. Upon approval as a Single Source, the item was published on the Procurement website on April 4, 2017, found here: <http://csc.cps.k12.il.us/purchasing/>. The item will remain on the Procurement website until the May 24, 2017 Board Meeting. This process complies with the independent consultant's recommendations for single source procurement and the Board's Single/Sole Source Committee Charter. 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 : Hubbard, Ms. Carisa Ann / 773-553-2280

VENDOR:

- 1) Vendor # 25249
ILLINOIS RESTAURANT ASSOCIATION
EDUCATIONAL FOUNDATION
33 WEST MONROE, STE 250
CHICAGO, IL 60603

Kathy Summers
312 787-4000X147

Ownership: Non-Profit

USER INFORMATION :

Project
Manager: 13725 - Early College and Career

42 West Madison Street

Chicago, IL 60602

Blackmon, Mr. David Robert

773-553-2108

PM Contact:

10870 - College and Career Success Office

42 West Madison Street

Chicago, IL 60602

Mather, Mr. Alan Wesley

773-535-5100

TERM:

The term of the agreement shall commence on October 1, 2017 and shall end September 30, 2019. This agreement shall have two (2) options to renew for a period of two (2) years each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

IRAEF will connect CPS culinary students with restaurant industry professionals in order to increase the number of students matriculating into college and transitioning into viable careers. IRAEF will provide students with intensive work-based learning opportunities, including internships, job shadows and workplace site visits. IRAEF will also provide students with opportunities to earn the nationally recognized ProStart certification and attend an overnight Culinary Summer Camp. IRAEF will support teachers by providing quarterly and summer professional development experiences and managing logistics for career connecting activities, including guest speakers, competitions, showcases and restaurant industry-based events.

DELIVERABLES:

Vendor will provide the following services: 1) job readiness training and life skills mentoring, student internship development and internship incentive program, 2) mentoring and coaching for certification, 3) culinary summer camp program, 4) program monitoring, management and communications, 5) job shadow day and culinary and hospitality showcase dinner, 6) Illinois ProStart Student Invitational, 7) guest speakers, field trips and other development opportunities, 8) national certificate administration and scholarships, 9) industry events, 10) professional development and 11) recognition programs.

OUTCOMES:

Vendor's services will result in students having the opportunity to receive the ProStart certification and job readiness and soft skills training to prepare them to succeed in whatever post-secondary path they choose. Students will be prepared to enter the workforce by their participation in job shadowing, work-based learning experiences and prearranged interviews at food service establishments offered by the IRAEF. Teachers will receive increased content area knowledge from the professional development opportunities.

COMPENSATION:

Vendor shall be paid as follows: \$73,060 annually; not to exceed \$146,120 for the two year term.

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 Officer of College and Career Success 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 do not apply to those vendors who operate as Not-for-Profit organizations. This agreement is exempt from M/WBE review.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 369, Unit 13727, Early College and Career Education - City Wide
\$73,060, FY18
\$73,060, FY19
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.

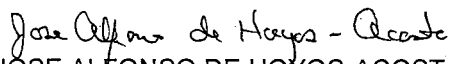
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their 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).

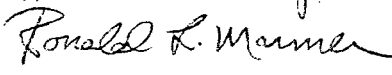
Approved for Consideration:


JOSE ALFONSO DE HOYOS-ACOSTA
Chief Administrative Officer

Approved:


FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form 


RONALD L. MARMER
General Counsel

May 24, 2017

**AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH LEAP INNOVATIONS FOR
PERSONALIZED LEARNING RESEARCH AND DEVELOPMENT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the extension of the agreement with Leap Innovations to provide personalized learning research and development services to all schools at an estimated annual cost set forth in the Compensation Section of this report. A written extension document is currently being negotiated. No payment shall be made to Leap Innovations 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.

This request to extend was presented to the Single/ Sole Source Committee on March 7, 2017 and approved by the Chief Procurement Officer. Upon approval as a Single Source, the item was published on the Procurement website on March 8, 2017, found here: <http://csc.cps.k12.il.us/purchasing/>. The item will remain on the Procurement website until the May 24, 2017 Board Meeting. This process complies with the independent consultant's recommendations for single source procurements and the Board's Single/Sole Source Committee Charter.

Contract Administrator : Janus, Ms. Rene / 773-553-2280
CPOR Number : 16-0801-CPOR-1788

VENDOR:

- 1) Vendor # 99687
LEAP INNOVATIONS
222 W. MERCHANDISE MART PLAZA,
SUITE 1212
CHICAGO, IL 60654
Amy Huang
312 809-7029 x706

Ownership: Non-Profit

USER INFORMATION :

Contact:
10825 - Department of Personalized Learning

2651 W. Washington Blvd

Chicago, IL 60612

Connors, Mr. Kevin

773-553-3482

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 14-0827-PR2) in the amount of \$250,000 was for a term commencing September 1, 2014 and ending August 31, 2015, with the Board having two (2) options

to renew for one (1) year terms. The first renewal agreement (authorized by Board Report 15-0826-PR4) in the amount of \$250,000 was for a term commencing September 1, 2015 and ending August 31, 2016. The second renewal agreement (authorized by Board Report 16-0824-PR3) in the amount of \$250,000 was for a term commencing September 1, 2016 and ending August 31, 2017. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

EXTENSION PERIOD:

The term of this agreement is being extended for one (1) year commencing September 1, 2017 and ending August 31, 2018.

SCOPE OF SERVICES:

Vendor will continue to provide research and development services to identify and pilot the most promising educational technology tools to enhance teaching and learning. Ten (10) schools will be piloted during Cohort 4 in the one year term. Vendor will use data collected through piloting to support the District in implementing the most effective methods for improving personalized learning. Vendor will also support the District in cultivating, curating, and supporting a pipeline of innovative school models in Chicago.

DELIVERABLES:

Vendor will continue to be responsible for surveying, piloting, and researching new educational technology tools to enhance teaching and learning by facilitating a pilot program. Additionally, Vendor will continue to provide ongoing support and intensive preparation for teachers participating in the pilot program on innovation in curriculum development and new pedagogical practices.

OUTCOMES:

Vendor's services will result in the generation of reliable data about the effectiveness of educational technology supports to help CPS make data-driven decisions to quickly scale the best tools with reliable implementation for personalized learning.

COMPENSATION:

Vendor will be paid as outlined in the agreement; estimated annual costs for this extension period are set forth below:
\$95,000, FY18

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 Director of Personalized Learning to execute all ancillary documents required to administer or effectuate this extension.

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 transactions where the vendors providing services operate as Not-for-Profit organizations.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

All Funds, School Units
\$95,000, FY18
Not to Exceed \$95,000
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).

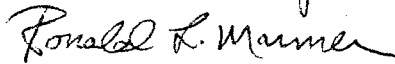
Approved for Consideration:


JOSE ALFONSO DE HOYOS-ACOSTA
Chief Administrative Officer

Approved:


FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form: 


RONALD L. MARMER
General Counsel

**AUTHORIZE A NEW AGREEMENT WITH THE CHICAGO DEBATE COMMISSION FOR SERVICES
FOR THE CHICAGO DEBATE LEAGUE**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Chicago Debate Commission to provide the development of curriculum, technical services and professional development to the Office of Teaching and Learning/Department of Academic Competitions at a not to exceed amount set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on May 2, 2017 and approved by the Chief Procurement Officer. Upon approval as a Sole Source, the item was published on the Procurement website on May 3, 2017, found here: <http://csc.cps.k12.il.us/purchasing/>. The item will remain on the Procurement website until the May 24, 2017 Board Meeting. This process complies with the independent consultant's recommendations for sole source procurements and the Board's Single/Sole Source Committee Charter. 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 : Janus, Ms. Rene / 773-553-2280

VENDOR:

- 1) Vendor # 29954
CHICAGO DEBATE COMMISSION
200 S. MICHIGAN AVE., STE 1040
CHICAGO, IL 60604

Edie Canter
312 300-3443

Ownership: Non-Profit

USER INFORMATION :

Contact:
10810 - Teaching and Learning Office
42 West Madison Street
Chicago, IL 60602
Mcdade, Miss Latanya Danett
773-553-1216

Project
Manager: 10810 - Teaching and Learning Office

42 West Madison Street

Chicago, IL 60602

Nelson, Miss Sylvia A

773-553-3593

TERM:

The term of this agreement shall commence on July 1, 2017, and shall end June 30, 2020. This agreement shall have two (2) options to renew for one (1) year periods.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

The Chicago Debate Commission (CDC) in partnership with CPS will provide the Office of Teaching and Learning/ Department of Academic Competitions with assistance with the Chicago Debate League (CDL) Debate program that will include curriculum, core files, research materials, debate materials, student and coach professional development, supplies and will secure tournament judges. The curriculum will be aligned with the national initiative and will provide debaters with the debate materials needed to excel academically and enhance critical thinking, research and analytical skills. CDC will serve approximately:

- 50 high schools and 26 elementary schools, serving approximately 1,500 students in FY18;
- 55 high schools and 31 elementary schools, serving approximately 1,700 students in FY19; and
- 60 high schools and 36 elementary schools, serving approximately 1,900 students in FY20.

The Chicago Debate Commission provides support in each of the following "service categories":

Chicago Middle School Debate League (CMSDL) Technical Consultants;
High School Debate League (CDL) Technical Consultants;
Technical Administrative Consultants;
High School Debate Judges;
Middle School Debate Judges;
High School Tournament Meals;
Tournament Awards; and
Executive Management Support.

DELIVERABLES:

Chicago Middle School Debate League (CMSDL) Technical Consultants:
The CDC will provide four consultants to the CMSDL during the FY18, FY19 and FY20 school year/debate seasons between July and June of each year.

High School Chicago Debate League (CDL) Technical Consultants:
The CDC will provide six consultants to the CDL during the FY18, FY19 and FY20 school year/debate seasons between July and June of each year.

High School Chicago Debate League (CDL) Judges:
The CDL Program requires paid judges for 20 tournament days. The CDL requires at a minimum 20 middle school judges per tournament day.

Chicago Middle School Debate League (CMSDL) Judges:

The CMSDL Program requires paid judges for 5 tournament days. The CMSDL requires at a minimum 28 middle school judges per tournament day.

Tournament Meals:

The CDC provides meals at two Tournaments in the 2017-2018, 2018-2019 and 2019-2020 debate season. The CDC provides 625 meals. The events are at the discretion of the Office of Teaching and Learning/ Department of Academic Competitions.

High School Tournament Awards:

The CDC provides awards throughout the debate season.

Executive Management Support:

The CDC provides overall executive management for both Middle School and High School Debate for the support for the Chicago Debate League, which is co-leadership of the CDL with CPS, as it relates to working with network chiefs, principals, and external partners (e.g., universities) year-round to communicate, advocate, and solicit support and involvement among key stakeholders and constituents.

CDC services in this area are definable as follows:

- Consultation and coordination with the Office of Teaching and Learning/ Department of Academic Competitions;
- Principal outreach, updating, problem-solving, and reporting;
- Communication and advocacy for the Chicago Debate League within and outside of the CPS school system;
- External partner cultivation, engagement, and relationship-building;
- Development and implementation of participation increase strategy;
- Data Gathering, Assessment and Evaluation of all CDL Activities.

OUTCOMES:

Vendor's services will result in the successful implementation of the Chicago Middle School Debate League and the Chicago Debate League season offered through the Office of Teaching and Learning this school year. Students will increase literacy skills, analytical, critical thinking and research skills.

COMPENSATION:

Vendor shall be paid \$813,000 as invoiced and in accordance with the services outlined in the agreement. Annual costs for the three year term are set forth below:

- \$261,000 FY18
- \$271,000 FY19
- \$281,000 FY20

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 Chief Officer of Teaching and Learning 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, MBE/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:

Fund 115

Office of Teaching and Learning, 10810

\$261,000.00 FY18

\$271,000.00 FY19

\$281,000.00 FY20

Not to exceed \$813,000 for the three year term.

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).

Approved for Consideration:

Jose Alfonso de Hoyos - Acosta
JOSE ALFONSO DE HOYOS-ACOSTA
Chief Administrative Officer

Approved:

Forrest Claypool
FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form:

Ronald L. Marmor
RONALD L. MARMER
General Counsel

May 24, 2017

AMEND BOARD REPORT 16-0727-PR7
**AUTHORIZE A NEW AGREEMENT WITH JACOBS PROJECT MANAGEMENT CO. FOR CAPITAL
PROGRAM MANAGEMENT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Jacobs Project Management Co. to provide capital program management services to the Department of Facilities at an estimated annual cost set forth in the Compensation Section of this report. 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 the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This May 2017 amendment is necessary to increase the not to exceed amount for the current contract to \$22,600,000 for the original two (2) year term. This increase is necessary to cover additional personnel and reimbursable expenses to the Vendor due to additional capital program funding as a result of the Capital Tax issued by the City of Chicago. A written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event the agreement is not executed within 90 days of the date of this amended Board Report.

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

VENDOR:

- 1) Vendor # 67331
JACOBS PROJECT MANAGEMENT CO.
525 WEST MONROE., STE 200
CHICAGO, IL 60661
James McLean
312.251-3000

Ownership: Jacobs Engineering Group, Inc.
- 100%

USER INFORMATION :

Contact: 11860 - Facility Operations & Maintenance
42 West Madison Street
Chicago, IL 60602
De Runtz, Ms. Mary
773-553-2960

TERM:

The term of this agreement shall commence on August 1, 2016 and shall end July 31, 2018. This agreement shall have three (3) 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.

SCOPE OF SERVICES:

Vendor will support the Facilities Department by providing expertise in short term and long term planning of capital needs, budgeting, facility assessment, design and construction management of capital projects, close out, scheduling and data controls. Vendor will have the primary duties of managing the efforts based on detailed project scopes, cost and schedule information as approved by the Board and directed by the Facilities department. The Vendor has resources to provide specialized expertise on an as-needed basis and the flexibility and scalability of staff as needed.

DELIVERABLES:

Vendor will provide deliverables necessary for the efficient implementation of the Board's Capital Improvement Program, including, but not limited to: managing facility condition assessments, creating 1, 5, and 10-year capital plans, planning other strategic facility-related initiatives, scoping, budgeting, scheduling and designing individual capital projects, managing architects and engineers of record, managing program controls and producing reports.

OUTCOMES:

Vendor's services will result in efficient and effective operation of the Board's Capital Improvement Program.

COMPENSATION:

Vendor shall be paid as specified in their agreement; total for the two (2) year term not to exceed ~~\$15,800,000~~ \$22,600,000, which amount is inclusive of all reimbursable expenses.

REIMBURSABLE EXPENSES:

Vendor shall be reimbursed for the following expenses: ~~parking (not to exceed \$5,000 per year) and mileage (not to exceed \$11,664 per year). The total compensation amount reflected herein is inclusive of all reimbursable expenses: parking, mileage, printing, presentation material as requested by CPS, testing of properties to determine the condition of the building, infrastructure or land, fees associated with the project as agreed to by CPS, such as registration for LEED certification and similar project-related expenditures approved by CPS, with a not-to-exceed of \$600,000 for reimbursable expenses during the term of contract. The total compensation amount reflected herein is inclusive of all reimbursable expenses.~~

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 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 (M/WBE Program), this contract is in full compliance with the participation goals of 30% MBE and 7% WBE. The following firms have been scheduled:

Total MBE: 35%

Comprehensive Construction Consulting
53 W. Jackson Blvd., Ste. 1201
Chicago, IL 60604
Ownership: Lynn Dixon

Ardmore Associates, LLC
33 N. Dearborn Ave., Ste. 1720
Chicago, IL 60602
Ownership: Cheryl Thomas

SP Murphy Inc.
53 W. Jackson Blvd., Ste. 620
Chicago, IL 60604
Ownership: Sean P. Murphy

Infrastructure Engineering, Inc.
33 W. Monroe St., Ste. 1540
Chicago, IL 60603
Ownership: Michael Sutton

Onyx Architecture
750 N. Franklin St., Ste. 207
Chicago, IL 60654
Ownership: Victor Simpkins

d'Escoto Inc.
420 N. Wabash Ave., Ste. 200
Chicago, IL 60611
Ownership: Federico d'Escoto

DSR Group
1234 S. Michigan Ave., Ste. C
Chicago, IL 60605
Ownership: Benjamin Reyes

Total WBE: 7%

Altus Works
4224 N. Milwaukee Ave.
Chicago, IL 60611
Ownership: Ellen Stoner

Cotter Consulting
100 S. Wacker Dr., Ste. 920
Chicago, IL 60606
Ownership: Anne Edwards-Cotter

Kristine Fallon Associates, Inc.
11 E. Adams St., Ste. 1100
Chicago, IL 60603
Ownership: Kristine Fallon

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Various Capital Funds
Department of Facilities, Unit 12150, 11880
Not to exceed ~~\$15,800,000~~ \$22,600,000 FY17, FY18, and FY19
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.

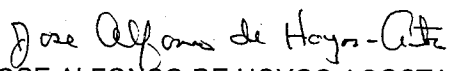
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their 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).

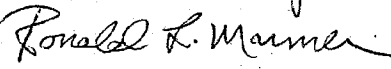
Approved for Consideration:


JOSE ALFONSO DE HOYOS-ACOSTA
Chief Administrative Officer

Approved:


FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form 


RONALD L. MARMER
General Counsel

May 24, 2017

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 \$35,819,288.00 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 \$195,777.66 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 pre-qualified general contractors and other miscellaneous construction contracts awarded outside the pre-qualified 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, 483, 484, 485 & 486 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.

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).

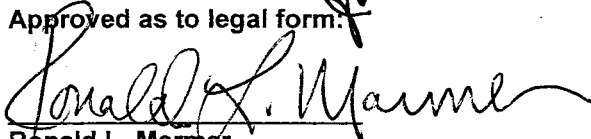
Approved for Consideration:


Mary De Runtz
Deputy Chief Facilities Officer

Approved:


Forrest Claypool
Chief Executive Officer

Approved as to legal form. ^{from}


Ronald L. Marmer
General Counsel

Appendix A
May 2017

REASONS
FOR
PROJECT

PROJECT SCOPE AND NOTES

AFFIRM. ACTION

FISCAL YEAR

AWARD DATE

CONTRACT AWARD

CONTRACT METHOD

CONTRACT #

CONTRACTOR

SCHOOL

SCHOOL	CONTRACTOR	CONTRACT #	CONTRACT METHOD	CONTRACT AWARD	AWARD DATE	ANTICIPATED COMPLETION DATE	FISCAL YEAR	AFFIRM. ACTION	ACTION			REASONS FOR PROJECT	
									AA	H	A		WBE
Chavez	FHPaschen	3269615	GC	\$ 1,736,000.00	3/13/2017	12/31/2017	2017	10	21	0	11	The scope of work is roof and window replacement and targeted masonry repair.	4
Hefferan	FHPaschen	3269617	GC	\$ 3,702,000.00	3/13/2017	12/31/2017	2017	10	21	0	11	The scope of work is roof, window, and HVAC replacement and targeted interior repairs.	4
De Diego	FHPaschen	3269661	GC	\$ 5,396,000.00	3/13/2017	12/31/2017	2017	0	30	0	21	The scope of work includes roof and lexan window replacement as well as masonry repairs/rebuilds. Associated finish repairs will be done where water infiltration occurred.	4
Brighton Park	All-Bry	3269603	GC	\$ 211,000.00	3/13/2017	7/31/2017	2017	0	25	0	5	The scope of work is to provide a new 2-12 play lot with poured-in-place rubber surfacing and concrete containment curb.	8
Jackson	All-Bry	3269604	GC	\$ 259,000.00	3/13/2017	7/31/2017	2017	0	25	0	5	The scope of work is to provide a new 2-12 play lot with poured-in-place rubber surfacing and concrete containment curb.	8
Madero	All-Bry	3269605	GC	\$ 130,000.00	3/13/2017	7/31/2017	2017	0	25	0	5	The scope of work is to provide a new 2-12 play lot with poured-in-place rubber surfacing and concrete containment curb.	8
Fairfield	All-Bry	3269606	GC	\$ 179,000.00	3/13/2017	7/31/2017	2017	0	25	0	5	The scope of work is to provide a new 2-12 play lot with poured-in-place rubber surfacing and concrete containment curb.	8
Harper	FHPaschen	3269602	GC	\$ 344,000.00	3/13/2017	7/31/2017	2017	79	0	0	14	The scope of work is masonry repair based on previously reported issues.	4
Juarez	FHPaschen	3269117	JOC	\$ 30,000.00		4/15/2017	2017	66	0	0	6	The scope of work is emergency roof stabilization and cleanup.	1
Chicago Ag	Kee	3276624	GC	\$ 1,444,000.00	3/21/2017	9/30/2017	2017	0	42	26	13	The purpose of this project is to construct a therapeutic horse riding center at Chicago High School for Agricultural Sciences to serve as an educational tool for the students. The work consists of clearing the site and installing a new 9,000 SF riding arena.	7
Perspectives IIT	Blinderman	3270604	GC	\$ 2,296,000.00	3/15/2017	12/31/2017	2017	4	8	0	28	The scope of work includes a full window replacement and also includes associated masonry and interior renovations.	4
U of C Donoghue	Blinderman	3270605	GC	\$ 3,785,000.00	3/15/2017	12/31/2017	2017	4	8	0	28	The scope of work consists of a full roof and window replacement and also includes associated masonry and interior renovations.	4
Dawes	O.C.A	3270606	GC	\$ 4,945,350.00	3/15/2017	9/30/2017	2017	9	8	0	56	The scope of work includes (2) 8-classroom Modular buildings, a new playground and removal of the existing playground. Scope also includes additional site and parking lot improvements and utility upgrades.	8
Bridge	O.C.A	3270607	GC	\$ 3,053,650.00	3/15/2017	9/30/2017	2017	9	8	0	56	The scope of work includes (1) 8-classroom Modular building and additional site improvements. Existing rooms 107,109, and 111 to be converted into a new kitchen/lunchroom. The existing lunchroom 112 is to be converted into a classroom, and room 105 to be converted into an Art space.	8
Smyth	Murphy & Jones	3272582	JOC	\$ 40,000.00		5/31/2017	2017	0	100	0	0	The scope of work is to modernize the existing incline lift from 1st floor to 2nd floor at Smyth school.	6
Sauganash	FHPaschen	3277125	GC	\$ 828,500.00	3/31/2017	12/31/2017	2017	0	41	0	5	The scope of work includes tree and stump removal, removal of gravel walking path, strip lawn and topsoil, earth excavation and disposal, undercut for removal of existing underdrain system, drainage infrastructure, installation of concrete containment curb and aggregate base material for the construction of an artificial turf field with inlaid sports field markings, concrete sidewalk, HMA pavement with synthetic running surface, fence repairs and painting, accessibility improvements.	8
Brown	Tyler Lane	3277134	GC	\$ 1,596,281.00	3/31/2017	10/15/2017	2017	10	11	0	20	The scope of work includes the addition of a new Science lab, new STEM lab, new Art room, and targeted interior upgrades. Scope also includes returning district administration spaces to classrooms, targeted ADA improvements, and addressing foundation seepage issues.	7
Salazar	Friedler	3277126	GC	\$ 2,618,207.00	3/31/2017	10/15/2017	2017	4	6	20	29	The scope of work includes roof and window replacement, targeted masonry renovations, interior finish renovations to address damage caused by water infiltration.	4

Appendix A
May 2017

SCHOOL	CONTRACTOR	CONTRACT #	CONTRACT METHOD	CONTRACT AWARD	AWARD DATE	ANTICIPATED COMPLETION DATE	FISCAL YEAR	AFFIRM. ACTION	H	A	WBE	PROJECT SCOPE AND NOTES	REASONS FOR PROJECT	
Cardenas	Friedler	3277129	GC	\$ 1,284,983.00	3/31/2017	10/15/2017	2017	AA	4	6	20	29	The scope of work includes targeted roof replacement at main and annex buildings, interior finish renovations to address damage caused by water infiltration, and replacement of rooftop mechanical units.	4
Hannond	Friedler	3277127	GC	\$ 1,893,122.00	3/31/2017	10/15/2017	2017	AA	4	6	20	29	The scope of work includes roof replacement, masonry renovation, targeted interior renovation due to water infiltration, and fire alarm work.	4
Faraday	Broadway Electric	3275945	VT	\$ 22,940.00		4/12/2017	2017	N/A					The scope of work includes emergency repairs to pull new secondary cables from the transformer to the switchgear.	1
Christopher	Murphy & Jones	3275962	VT	\$ 24,255.00		4/24/2017	2017	0	100	0	0		The scope of work is to excavate subgrade for investigation of potential pool leak at Christopher School. Will need to saw cut and remove some concrete walk adjacent to the pool.	1
				\$ 35,819,288.00										

Reasons:

1. Safety
2. Code Compliance
3. Fire Code Violations
4. Deteriorated Exterior Conditions
5. Priority Mechanical Needs
6. ADA Compliance
7. Support for Educational Portfolio Strategy
8. Support for other District Initiatives
9. External Funding Provided

CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Board Rpt Number
Capital/Operations - City Wide								
2016 42 W. Madison DOR 2016-12150-DOR Murphy & Jones Co., Inc.								
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
03/21/17	03/29/17	Contractor to provide labor and material to revolving door to remove existing weather stripping and install new weather stripping to provide weather tight seal.	\$86,867.00	1	\$2,032.00	\$88,899.00	2.34%	3118898
Canter Middle School								
2015 Canter CSP 2015-23981-CSP Reliable & Associates								
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
12/23/16	03/06/17	Contractor to provide labor and material to install drain tile to existing sump pit, extend sanitary piping, and install new sump pump, associated plumbing and electrical to address ground water issues in fan room.	\$87,887.00	3	\$43,657.38	\$131,544.38	49.67%	3236292
Ernst Prussing								
2016 Prussing BLR 2016-25031-BLR Friedler Construction Co.								
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
03/01/17	03/17/17	Contractor to provide credit in order to comply with the amended court order, the contractor shall preserve (remove, salvage, catalogue, and move to CPS Storage as outlined in the spec) the gas regulators, burners, gas valves, gas boosters, sheet metal door, and all other original material already replaced, as listed by CPS.	\$1,146,800.00	11	-\$23,586.03	\$1,170,386.03	2.06%	3117362
03/20/17	03/29/17	Contractor to provide credit for repairing select windows.					Owner Directed	
Project Total: \$2,032.00								
Project Total: \$19,676.06								
Project Total: -\$34,514.00								

CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Jonathan Y Scammon School									
2015 Scammon ROF-1 2015-25241-ROF-1									
K.R. Miller Contractors, Inc									
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
03/24/17	03/24/17	Contractor to provide labor and material to install new area ramp for CPS Food Service transport.	\$6,647,700.00	12	\$340,976.36	\$6,988,676.36	5.13%	3083919	\$884.99
Project Total: \$884.99									
Beulah Shoemsmith School									
2014 Shoemsmith BLR 2014-25371-BLR									
Wight & Company									
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
03/10/17	03/10/17	Contractor to provide credit in the form of contract reduction due to two sub-contractors who are unable to provide final waivers.	\$3,196,000.00	15	\$171,258.53	\$3,367,258.53	5.36%	2681966	-\$5,421.45
Project Total: -\$5,421.45									
Jose De Diego Community Academy									
2016 De Diego MCR 2016-31261-MCR									
Madison Construction Company									
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
02/23/17	03/29/17	Contractor to provide credit for lintels that did not require new paint as discovered on site.	\$10,940,540.00	37	\$615,587.76	\$11,556,127.76	5.63%	3093138 / 3118027	-\$20,200.00
03/01/17	03/24/17	Contractor to provide labor and material for additional masonry work at select window openings.					Discovered Conditions		\$195,450.77
02/23/17	03/23/17	Contractor to provide labor and material to install exterior alley light fixture shields.					Owner Directed		\$2,423.27
Project Total: \$177,674.04									

The following change orders have been approved and are being reported to the Board in arrears.

May 2017

CPS

Chicago Public Schools
Capital Improvement Program

These change order approval cycles range from
03/01/2017 to 03/31/2017

CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Al Raby High School									
2014 Al Raby SIP	Wight & Company		\$13,304,000.00	52	\$653,841.88	\$13,957,841.88	4.91%		
								2692010	
									\$4,598.30

Contractor to provide labor and materials to replace the defective Boiler communication card. School Request

Project Total: \$4,598.30

CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Dyett High School									
2016 Dyett CSP	2016-66021-CSP								
	Wight & Company		\$11,050,000.00	64	\$1,462,902.56	\$12,512,902.56	13.24%		
								3078956 / 3200473	
									\$3,367.62
									\$1,953.00
									\$5,516.37
									\$6,972.75
									\$2,404.08
									\$905.72
									\$3,414.82
									\$6,313.36

Project Total: \$30,847.72

Total Change Orders for this Period \$195,777.66

May 24, 2017

AUTHORIZE THE SECOND RENEWAL AGREEMENT WITH CITYSPAN TECHNOLOGIES FOR PROGRAM MANAGEMENT FUNCTIONS FOR STUDENT TRANSITION PROGRAMS**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Authorize the second renewal agreement with Cityspan Technologies to provide program management functions for extended learning opportunities and case management for student transition programs to the Department of Information Technology Services at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind 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.

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-5180

VENDOR:

- 1) Vendor # 97779
CITYSPAN TECHNOLOGIES
2054 UNIVERSITY AVE, 5F
BERKELEY, CA 94704
Mark Min
510 665-1700
Ownership: Mark Min - 100%

USER INFORMATION :

Contact:
12510 - Information & Technology Services
42 West Madison Street
Chicago, IL 60602
Dibartolo, Mr. Phillip Brian
773-553-2641

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 15-0722-PR4) in the amount of \$350,000.00 was for a term commencing July 1, 2015 and ending June 30, 2016, with the Board having two (2) options to renew for one (1) year terms each. The first renewal agreement (authorized by Board Report 16-0427-PR9) in the amount of \$350,000.00 was for a term commencing July 1, 2016 and ending June 30, 2017. 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.

OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing July 1, 2017 and ending June 30, 2018.

OPTION PERIODS REMAINING:

There are no renewal options remaining.

SCOPE OF SERVICES:

Vendor will continue to serve as a supplemental ITS software vendor for the Chicago Public Schools. Vendor will continue to provide system-wide features, provider-level features, as well as collect student-level data for specific programs (e.g., out-of-school time programs, Community Schools). Vendor will also continue to generate summary reports that meet program and funding requirements of the Chicago Public Schools.

In addition to student-level program participation data, Vendor will also continue to implement custom case management functionalities to track supports provided to students served by the Juvenile Justice Transition Support Team and the Student Outreach and Re-engagement (SOAR) Centers. Functionalities include student/specialist assignments, planning and tracking student outcomes, and creating individual success plans that integrate student enrollment and attendance data from IMPACT/SIM to track.

DELIVERABLES:

Vendor will continue to:

1. Provide licensing and systems maintenance to the Chicago Public Schools for a period of one (1) year.

2. Provide user account management, annual program management setup, nightly data exchange with the CPS IMPACT systems, application development and configuration services for continued feature development in support of the following programs and processes:
 - Title 1 Programs
 - After School All Stars
 - Community Schools Initiative
 - OST Programs (YBTC, Science Olympiad, Debate, Decathlon, TPPI, etc.)
 - SOAR
 - SMART
 - Individualized Success plans
 - Thrive data exports
 - Juvenile Justice

3. Provide System that will accommodate for both system wide and provider specific feature sets.

4. Provide System that will allow for robust reporting to satisfy all program specific requirements; including cross-provider and cross-school reports for state/federal grant tracking, school level teacher class schedule reporting, school level and provider level actuals vs. projection, provider level reporting to audit attendance data, and other reports as needed.

OUTCOMES:

1. Vendor will provide a solution that allows CPS to track and report upon student participation for in-scope programs, including attendance and dosage where applicable.

2. Vendor will provide program participation data back to the CPS data warehouse to allow for an analysis of program efficacy based on other student performance indicators that reside outside of the Vendor's program.

3. Vendor will provide as needed user support, system configuration and or project management expertise to external service providers and community based organizations.

COMPENSATION:

Vendor shall be paid according to the terms of the agreement. Estimated annual costs for the one (1) year option period are set forth below:

\$350,000.00 FY18

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:

Pursuant to Section 9.5 of the Remedial Program for Minority and Women Owned Business Enterprise Participation (M/WBE Program), there were no MWBE goals set for this solicitation which is proprietary software, scope is not further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Funds 332 and 324
Information Technology Services, Unit #12510

\$350,000.00, FY18

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).

Approved for Consideration:

Jose Alfonso de Hoyos-Acosta
JOSE ALFONSO DE HOYOS-ACOSTA
Chief Administrative Officer

Approved:

Forrest Claypool
FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form:

Ronald L. Marmor
RONALD L. MARMER
General Counsel

AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH OMICRON TECHNOLOGIES, INC. FOR SCHOOL KEY CARD SYSTEMS AND ASSOCIATED SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the extension of the agreement with Omicron Technologies, Inc. for the purchase of software and support services to all schools at an estimated annual cost set forth in the Compensation Section of this report. A written extension document is currently being negotiated. This request was presented to the Single/Sole Source Committee on February 7, 2017 and approved by the Chief Procurement Officer or their designee. Upon approval as a Single Source, the item was published on the Procurement website on February 8, 2017, found here: <http://csc.cps.k12.il.us/purchasing/>. The item will remain on the Procurement website until the May 24, 2017 Board Meeting. This process complies with the independent consultant's recommendations for single source procurements and the Board's Single/Sole Source Committee Charter. No payment shall be made to the Vendor during this extension period prior to execution of their written document. The authority granted herein shall automatically rescind in the event their 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 : Sinnema, Mr. Ethan Cedric / 773-553-5180

VENDOR:

- 1) Vendor # 22049
OMICRON TECHNOLOGIES, INC.
6348 N MILWAUKEE AVE., STE 328
CHICAGO, IL 60646

Lionel Rabb
773 553-8267

Ownership: Lionel Rabb - 100%

USER INFORMATION :

Project
Manager: 12510 - Information & Technology Services

42 West Madison Street

Chicago, IL 60602

Gallagher, Mr. Patrick F.

773-553-3475

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 04-0922-PR9) in the amount of \$5,000,000.00 was for a term commencing October 1, 2004 and ending September 30, 2009, with the Board having two (2) options to renew for one (1) year terms each. The agreement was renewed (authorized by Board Report 09-0923-PR10) for a period commencing October 1, 2009 and ending September 30, 2010. The agreement was further renewed (authorized by Board Report 10-0922-PR10) for a period commencing

October 1, 2010 and ending September 30, 2011. The agreement was subsequently extended (authorized by Board Report 11-0928-PR8) for a period commencing October 1, 2011 and ending September 30, 2012 and amended (authorized by Board Report 11-0928-PR8) to add an additional option to renew. The agreement was further extended (authorized by Board Report 12-0925-PR7) for a period commencing October 1, 2012 and ending June 30, 2013. The agreement was further extended (authorized by Board Report 13-0626-PR36) for a period commencing July 1, 2013 and ending June 30, 2015. The agreement was further extended (authorized by Board Report 15-0826-PR9) in the amount of \$3,000,000.00 for a term commencing July 1, 2015 and ending June 30, 2017. The original agreement was awarded on a non-competitive basis.

EXTENSION PERIOD:

The term of this agreement is being extended for two (2) years commencing July 1, 2017 and ending June 30, 2019.

SCOPE OF SERVICES:

Vendor will continue to provide software, hardware and associated installation services for elementary and high school student and staff IDs (including Ventra Cards, Ventra/CPS combination cards, and reloadable CTA cards). Vendor will provide safety, security planning, training, and support services on an individual school and district office basis.

DELIVERABLES:

Vendor will continue to provide a variety of services that will enable CPS students access to discounted rates for CTA transportation:

1. Ventra ID fulfillment includes: handling of inventory, activation, and shipping Ventra Cards to schools (cards are purchased by the schools and activated by Vendor's Verify System).
2. Vendor will provide continued support for the combined card initiative currently in place. The Board hopes to expand this program for the term of the agreement.
3. Vendor will continue to provide help desk services via phone and the web. Services are provided throughout the school year including summer classes/school.
4. Vendor will be used to assist in the development of re-loadable cards targeted towards specialty programs listed below:
 - Verify.net applications
 - ID Module
 - Building Access
 - Student Finance Module
 - Textbook Module
 - Visitor tracking module
 - Discipline tracking module
 - SCC Module (student code of conduct)
 - Behavior analytics
 - Expulsion Module

- Security Guard Module

OUTCOMES:

Vendor's services will result in the implementation and operation of school districts ID systems. Specific outcome areas are listed below:

District Office Access, Districtwide Reporting, Uniform Business Rules, Centralized Monitoring and Alerts, Additional Equipment and Supplies, Hard-Card Printers, ID Cameras, Barcode Scanners, Printers, Mobile Solutions, Software Licensing, Training Services, Card Printing Services, Turnstiles, Badge Readers, and Receipt Paper.

COMPENSATION:

Vendor shall be paid during this extension period according to the terms of their agreement. Estimated annual costs for the two (2) years are set forth below:

\$1,250,000.00, FY18

\$1,250,000.00, FY19

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 option agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation (M/WBE Program), this contract is not further divisible and there are no MWBE goals for proprietary software contracts.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Various funds, all units:

\$1,250,000.00 FY18

\$1,250,000.00 FY19

Not to exceed \$2,500,000.00 for two (2) year term. 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).

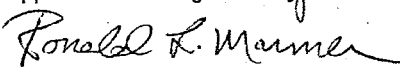
Approved for Consideration:


JOSE ALFONSO DE HOYOS-ACOSTA
Chief Administrative Officer

Approved:


FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form: 


RONALD L. MARMER
General Counsel

May 24, 2017

**AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH ORACLE AMERICA, INC TO PROVIDE
TALENT ACQUISITION AND ON-BOARDING IMPLEMENTATION SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the extension of the agreement with Oracle America, Inc to provide technical support for licenses for the Department of Information Technology Services at an estimated annual cost set forth in the Compensation Section of this report. This request was presented to the Single/Sole Source Committee on November 1, 2016 and approved by the Chief Procurement Officer. Upon approval as a Single Source, the item was published on the Procurement website on November 2, 2016, found here: <http://csc.cps.k12.il.us/purchasing/>. The item will remain on the Procurement website until the May 24, 2017 Board Meeting. This process complies with the independent consultant's recommendations for single source procurements and the Board's Single/Sole Source Committee Charter. A written extension document is currently being negotiated. No payment shall be made to the Vendor 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.

Specification Number : 11-250014

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-5180

VENDOR:

- 1) Vendor # 89823
ORACLE AMERICA,INC
500 ORACLE PARKWAY
REDWOOD SHORES, CA 94065
Ryan Pike
406 556-3420

Ownership: Oracle Corporation - 100%
(Publicly Traded)

USER INFORMATION :

Contact:
12510 - Information & Technology Services
42 West Madison Street
Chicago, IL 60602
Dibartolo, Mr. Phillip Brian
773-553-2641

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 12-0328-PR24) in the amount of \$1,623,769.20 was for a term commencing on March 30, 2012 and ending on March 29, 2014 with the Board having one (1) option to renew for a period of 24 months. The original agreement was assigned by Oracle Taleo LLC (f/k/a Taleo Corporation) to Oracle America, Inc through an Assignment and Assumption Agreement

dated February 22, 2013. The first renewal agreement (authorized by Board Report 14-0326-PR13) in the amount of \$620,151.20 was for a term commencing March 30, 2014 and ending March 29, 2016. A November 2015 amendment (authorized by Board Report 15-1118-PR5) authorized an increase in spending authority by \$579,848.80 and extended the end date to June 30, 2017.

EXTENSION PERIOD:

The term of this agreement is being extended for two (2) years commencing July 1, 2017 and ending June 30, 2019.

SCOPE OF SERVICES:

Vendor will continue to provide a Talent Acquisition and On-boarding solution, including software, configuration and installation, integration, testing, training and on-going software maintenance and technical support.

DELIVERABLES:

Vendor will continue to provide commercially licensed software, delivered in a Software as a Service (SaaS) model, and provide hosting services for both their software and CPS data. Vendor's Recruiting and On-boarding software modules will support recruitment and hiring throughout the district.

OUTCOMES:

Vendor's services will result in creating and sustaining a competitive advantage by hiring the talent required to achieve the organization's objectives. This system will bring efficiencies to the hiring process which will result in an increased speed in the hiring process. Additionally, this system will replace the current legacy system used for teachers and other school-based positions resulting in scalability and a user friendly customer interface.

COMPENSATION:

Vendor shall be paid during the extension period as specified in the agreement; the sum of payments for the term shall not exceed \$616,028.91.

FY18 - \$301,028.91 - Software and Hosting Costs
FY19 - \$315,000.00 - Estimated Software and Hosting Costs

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:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation (M/WBE Program), this contract is not further divisible and there are no MWBE goals for proprietary software contracts.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, Talent Department, Unit Number 11010, ITS Department, Unit Number 12510

FY18, \$301,028.91 - Software and Hosting Costs
FY19, \$315,000.00 - Estimated Software and Hosting Costs

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.

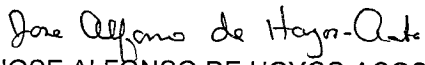
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their 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).

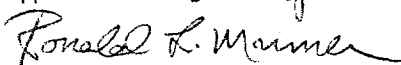
Approved for Consideration:


JOSE ALFONSO DE HOYOS-ACOSTA
Chief Administrative Officer

Approved:


FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form 


RONALD L. MARMER
General Counsel

AUTHORIZE THE EXTENSION OF THE AGREEMENTS WITH VARIOUS VENDORS FOR STUDENT INFORMATION SYSTEMS SUPPORT

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the extension of the agreements with Various Vendors to provide Student Information Systems Consultants to the Department of Information Technology Services at an estimated annual cost set forth in the Compensation Section of this report. This extension was presented to the Single/Sole Source Committee on March 7, 2017 and approved by the Chief Procurement Officer or their designee. Upon approval as a Single Source, the item was published on the Procurement website on March 8, 2017, found here: <http://csc.cps.k12.il.us/purchasing/>. The item will remain on the Procurement website until the May 24, 2017 Board meeting. This process complies with the independent consultant's recommendations for single source procurements and the Board's Single/Sole Source Committee Charter. Written extension documents are currently being negotiated. No payment shall be made to any Vendor during this extension 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 extension is stated below.

Specification Number : 12-250045

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-5180

USER INFORMATION :

Project
Manager: 12510 - Information & Technology Services

42 West Madison Street

Chicago, IL 60602

Dicello, Mr. John

773-553-1669

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report 12-1219-PR15) in the amount of \$4,410,200.00 were for a term commencing January 1, 2013 and ending January 1, 2015, with the Board having two (2) options to renew the pre-qualification period and each master agreement for periods of one (1) year each. The agreements were renewed for one (1) year and an additional six (6) months to align to the Board's fiscal year (authorized by Board Report 14-1119-PR5) in the amount of \$3,000,000.00 for a term commencing January 2, 2015 and ending June 30, 2016. The agreements were further renewed for one (1) additional year (authorized by Board Report 16-0427-PR11) in the amount of \$1,800,000.00 for a term commencing July 1, 2016 and ending June 30, 2017. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

EXTENSION PERIOD:

The term of each agreement is being extended for two (2) years commencing July 1, 2017 and ending June 30, 2019.

SCOPE OF SERVICES:

The vendors listed below will continue to be contracted to provide consulting services for projects to support and/or enhance CPS suite of Student Information Systems, and to support the efforts of the Board in completing several projects including, but not limited to:

Build out Analytics Dashboard. Provide classroom teachers and school administrators a single-source system for a comprehensive student profile. Provide administrators with a tool that allows for the establishment of customized metrics and success thresholds. Consolidate disparate reporting sources and provide single-source tools to facilitate program-based performance analytics.

Student Information System Consolidation. Strategically position the Board to take advantage of emerging technologies in the K-12 software space to consolidate the exiting suite of five web based IMPACT tools. This effort involves the establishment of a single sign on capacity to increase ease of use for users. Build functional application enhancements to support changes to educational strategies, board policies and compliance requirements.

Contracted Vendors will continue to provide experienced resources capable of filling one or more of the following roles:

- SQL Application Database Administrators
- Data Analysts
- ETL Developers / Architects
- Business Analysts
- Application / Report Developers
- Trainers
- Project / Change Managers
- Other technical resources to support implementation of IMPACT Applications, the Data Warehouse and Reporting Interfaces/Applications

DELIVERABLES:

The pool of student information systems consultants will continue to provide support for the IMPACT suite of applications and the Analytics Dashboard and will manage both operational support and maintenance as well as some limited number of change projects.

OUTCOMES:

Vendors will continue to support project work related to our new and current student information systems and our Analytics Dashboard.

COMPENSATION:

Vendors shall be paid during this extension period according to the pricing set forth in their agreement. Estimated annual costs for the two (2) year term are set forth below:

\$1,800,000.00, FY18

\$1,800,000.00, FY19

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to the Remedial Programs for Minority and Women Owned Business Enterprise (M/WBE) Participation in Goods and Services and Construction Contracts, the goals for this award are 30% MBE and 7% WBE.

Total MBE - 30%
Clarity Partners, LLC
20 N. Clark Street, Suite 3600
Chicago, IL 60606
Contact: Rodney Zech

Third Sight Technologies Corporation
1812 Lisson Road
Naperville, IL 60565
Contact: Arasar Arullallar

Total WBE - 7%
The William Everett Group
35 E. Wacker Drive, Suite 914
Chicago, IL 60601
Contact: Ellen Rozelle Turner

B2B Strategic Solutions, Inc.
150 N. Michigan Avenue, Suite 2800
Chicago, IL 60601
Contact: Donna C. Bryant

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Funds 115 and 484 (General and Capital Funds)
Information Technology Services, Unit 12510

\$1,800,000.00 FY18

\$1,800,000.00 FY19

Not to exceed \$3,600,000.00 for the two (2) year term. 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.

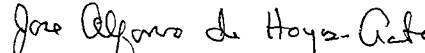
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their 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.

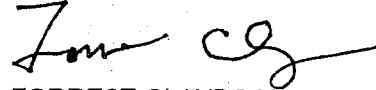
Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.


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).


Approved for Consideration:


JOSE ALFONSO DE HOYOS-ACOSTA
Chief Administrative Officer

Approved:


FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form: 


RONALD L. MARMER
General Counsel

- | | |
|--|--|
| <p>1) Vendor # 94558
CHRISTOPHER TOCZYCKI, INC
1068 ARCADY DRIVE
LAKE FOREST, IL 60045

Christopher Toczycki
847 308-7265

Ownership: Christopher Toczycki-100%</p> | <p>4) Vendor # 85508

THIRD SIGHT TECHNOLOGIES
CORPORATION
1812 LISSON RD.
NAPERVILLE, IL 60565

Arasar Arullallar
847 682-5605

Ownership: Arasar Arullallar-100%</p> |
| <p>2) Vendor # 63035

CLARITY PARTNERS, LLC
20 N. CLARK ST, STE 3600
CHICAGO, IL 60602

Rodney Zech
312 920-0550

Ownership: David Namkung - 51%, Rodney
Zech- 49%</p> | <p>5) Vendor # 16671

VERSIFIT TECHNOLOGIES LLC
103 W COLLEGE AVE
APPLETON, WI 54911

Michael Morrissey
920 882-1904

Ownership: Atomic Holdings, One Llc-100%</p> |
| <p>3) Vendor # 70158

MIGRATION METRICS LLC
3246 JULINGTON CREEK RD.
JACKSONVILLE, FL 32223

Glenn Bailey
312 543-4762

Ownership: Glenn Bailey-73.91% And Shoba
Dharmalingam-26.09%</p> | |

May 24, 2017

AUTHORIZE THE FIRST RENEWAL AGREEMENTS WITH SIVIC SOLUTIONS GROUP, LLC AND PARADIGM HEALTHCARE SERVICES, LLC FOR MEDICAID SERVICES CLAIMS PROCESSING

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreements with Sivic Solutions Group, LLC and Paradigm Healthcare Services, LLC to provide Medicaid Services Claims Processing to the Department of Finance at an estimated annual cost set forth in the Compensation Section of this report. 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 : 14-250008

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-5180

VENDOR:

- 1) Vendor # 11358
SIVIC SOLUTIONS GROUP, LLC
118 SYLVAN WAY
NEW HARTFORD, NY 13413
Siva Kakuturi
315 868-9777
Ownership: Sivi Kakuturi - 50%, Chandana
Kakuturi - 50%
- 2) Vendor # 11356
PARADIGM HEALTHCARE SERVICES, LLC
311 CALIFORNIA STREET, SUITE 200
SAN FRANCISCO, CA 94104
Constance Laflamme
415 616-0920
Ownership: Constance Laflamme - 65%,
Richard Clark - 35%

USER INFORMATION :

Project
Manager: 12410 - Accounting
42 West Madison Street
Chicago, IL 60602
Mason, Ms. Kimberly M.
773-553-2723

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report #14-0625-PR29) in the amount of \$2,000,000.00 were for a term commencing August 1, 2014 and ending July 31, 2017 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 one (1) year commencing August 1, 2017 and ending July 31, 2018.

OPTION PERIODS REMAINING:

There is one (1) option period for one (1) year remaining.

SCOPE OF SERVICES:

The Board will continue to partner with Sivic Solutions Group, LLC and Paradigm Healthcare Services, LLC to collect reimbursements for Medicaid, Supplemental General State Aid (Poverty Grant) and Supplemental Nutrition Assistance Program (SNAP).

DELIVERABLES:

Part I: Process and ensure the quality and integrity of the Medicaid, Poverty Grant, and SNAP claims. Provide advice in new revenue opportunities and changes in federal and state requirements.

Part II: Assist in obtaining reimbursements for administrative costs associated with the Medicaid and SNAP programs.

Part III: Provide recovery services for Medicaid and other reimbursement claims, including assessments of claims denied, identifying claims for resubmission, and initiating claim recovery techniques.

OUTCOMES:

Part I: The Medicaid Fee For Services (FFS) program generated revenues of approximately \$26,500,000.00 in FY17 and is estimated to generate \$23,600,000.00 in FY18. The vendor's services are expected to sustain and grow these revenues.

Part II: Administrative Outreach Claiming Services generated revenues of approximately \$9,600,000.00 in FY17 and is estimated to generate \$8,900,000.00 in FY18. The vendor's services are expected to sustain and grow these revenues.

Part III: Secondary Collection Services identifies additional revenue from claims that were initially denied for payment by Medicaid. These services also provide quality control on the vendors administering Part I and Part II.

COMPENSATION:

Vendors shall be paid during this option period according to the terms of their agreement. Estimated annual costs for this option period are set forth below:

\$598,875.00, FY18

\$57,125.00, FY19

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 Controller in the Finance Department execute all ancillary documents required to administer or effectuate this option.

AFFIRMATIVE ACTION:

The M/WBE goals for this agreement are 30% total MBE and 7% total WBE participation. However, the Office of Business Diversity recommends a partial waiver of the MBE/WBE goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts be granted, because the scope of the contract is not further divisible.

Sivic: 95% total MBE and 5% total WBE
Paradigm: 0% total MBE and 0% total WBE

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, Accounting Department, Unit #12410
\$598,875.00, FY18
\$57,125.00, FY19

Not to exceed \$656,000.00 for the one (1) year term. 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.

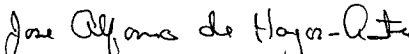
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their 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.

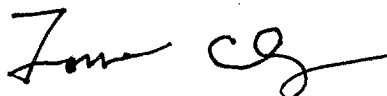
Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.


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).

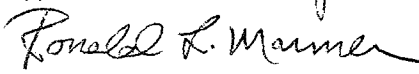
Approved for Consideration:


JOSE ALFONSO DE HOYOS-ACOSTA
Chief Administrative Officer

Approved:


FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form: 


RONALD L. MARMER
General Counsel

May 24, 2017

**AUTHORIZE THE FIRST AND SECOND RENEWAL AGREEMENTS WITH DUNBAR ARMORED, INC.
FOR COURIER SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first and second renewal agreements with Dunbar Armored, Inc. to provide armored car courier services to the Department of Finance at an estimated cost set forth in the compensation section of this report. A written document exercising these options is currently being negotiated. No payment shall be made to the Vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind 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 : 14-250010

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-5180

VENDOR:

- 1) Vendor # 37755
DUNBAR ARMORED, INC.
P O BOX 333
BALTIMORE, MD 21203
RUSSEL E. DANIELS
410 285-7000
Ownership: Dunbar Family Trust - 100%

USER INFORMATION :

Project
Manager: 12440 - Treasury
42 West Madison Street
Chicago, IL 60602
Bennett, Ms. Jennie H
773-553-2595

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 14-0625-PR28) in the amount of \$1,290,000.00 was for a term commencing July 1, 2014 and ending June 30, 2017, with the Board having two (2) options to renew for one (1) year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement will exercise both options simultaneously and be for a term commencing July 1, 2017 and ending June 30, 2019.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Upon request, Vendor will continue to provide (i) armored car transportation of coin, currency, checks, and money orders between schools and depository bank(s) designated by the Board to accept receipts from lunchroom collections and Preschool tuition based daycare collections per schedules periodically provided

by the Board; (ii) armored car change delivery; (iii) reconciliation reporting; (iv) change consisting of both coin and currency; (v) bags for transporting collections, and other related services as requested by the Departments of Finance or Operations. Vendor shall also, upon request, continue to pick up additional collections from schools, unrelated to the lunchroom or preschool collections. Such collections may include, but are not limited to, collections generally referred to as "Internal Accounts." Schools may utilize Vendor for their Internal Accounts pickups whether from the lunchroom or from the main office. These collections will be delivered to the depository institution of the school's choice.

DELIVERABLES:

Vendor will continue to provide statements, reconciliation reports, electronic information, electronic access to information and other written and electronic reports, as requested.

OUTCOMES:

Vendor's services will continue to result in the timely, reliable, reconcilable transportation of collections and change orders to and from the schools.

COMPENSATION:

Vendor shall be paid during this option period according to the terms of the agreement. Estimated annual costs for this option period are set forth below:

\$430,000.00, FY18

\$430,000.00, FY19

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 Financial Officer 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, the Office of Business Diversity recommends a partial waiver of the goals as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts be granted as the vendor has demonstrated good faith efforts in achieving participation.

The Vendor has identified the following:

Total MBE - 2%

Petromex, Inc.

14702 S. Hamlin

Midlothian, Illinois 60445

Contact: Felipe Estrada

Total WBE - 1%

B&L Distributors, Inc.

7808 W. College Drive, Suite 4

Palos Heights, Illinois 60463

Contact: Donna Alm

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 312
Nutrition Support Services, 12050 - \$500,000.00
\$250,000.00, FY18
\$250,000.00, FY19

Fund 115
Treasury, 12440 - \$360,000.00
\$180,000.00, FY18
\$180,000.00, FY19

Not to exceed \$860,000.00 for the two (2) year term. 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).

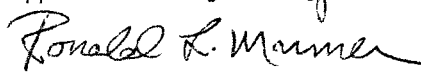
Approved for Consideration:


JOSE ALFONSO DE HOYOS-ACOSTA
Chief Administrative Officer

Approved:


FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form: 


RONALD L. MARMOR
General Counsel

**AUTHORIZE THE FIRST AND SECOND RENEWAL AGREEMENTS WITH VARIOUS VENDORS FOR
BANKING AND CASH MANAGEMENT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first and second renewal agreements with various vendors to provide banking and cash management services at an estimated annual cost set forth in the Compensation Section of this report. Written documents exercising these options 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 : 14-250009

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-5180

VENDOR:

- 1) Vendor # 14474
AMALGAMATED BANK OF CHICAGO
ONE WEST MONROE STREET
CHICAGO, IL 60603

David J Stewart
312 822-3134

Ownership: Amalgamated Investment
Company - 100%
- 2) Vendor # 58545
JPMORGAN CHASE BANK N.A.
10 SOUTH DEARBORN., STE IL1-1228
CHICAGO, IL 60603

Mark Lester
312 732-6932

Ownership: Public Company
- 3) Vendor # 97178
PNC BANK, NATIONAL ASSOCIATION
1 NORTH FRANKLIN ST., STE 2000
CHICAGO, IL 60606

Javonna Burton
312 338-2295

Ownership: Public Company

USER INFORMATION :

Project
Manager: 12440 - Treasury

42 West Madison Street

Chicago, IL 60602

Bennett, Ms. Jennie H

773-553-2595

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report 14-0625-PR27) in the amount of \$2,325,000.00 were for terms ending June 30, 2017, with the Board having two (2) options to renew for one (1) year terms. The Board Report was amended (authorized by Board Report 14-0723-PR15) to increase the compensation to \$3,600,000.00. The Board Report was amended again (authorized by Board Report 15-0929-PR4) to award certain services to JPMorgan Chase Bank N.A. that were previously awarded to other vendors (EDI, lockbox services, check reconciliation, printing/distribution services). 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 by exercising both options simultaneously and is commencing July 1, 2017 and ending June 30, 2019.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendors will continue to provide Commercial Banking Services for the following Service Groups: 1. Corporate Banking: The Board's main checking and investment accounts for direct deposits to employees and vendors, including reconciliation of the accounts, Electronic Disbursement Interchange (EDI) Services, and lockbox collections (JPMorgan Chase Bank N.A.). 2. Consolidated Banking: The Board's checking and investment accounts for all CPS schools, including reconciliation of the accounts (JPMorgan Chase Bank N.A.). 3. Cash Collections: The Board's cash collections from high school and elementary lunchroom collections, including bank account and counting/reconciliation of cash collected (Amalgamated Bank of Chicago). 4. Purchasing Cards: The Board's account for vendor payments on the Board's corporate cards (PNC Bank, National Association).

DELIVERABLES:

1. General: Vendors will continue to provide adequate customer service to address any issues that arise as well as an easily accessible online portal for statements and reporting.
2. Corporate Banking: JPMorgan Chase Bank N.A. will process the payroll file for paying employees through direct deposit, positive pay (active confirmation of outgoing payments), stop payments and wire transfers, EDI payment services to all CPS vendors and process child support payments, lockbox processing, among other services. Vendor will provide an upload of all bank information into the Board's systems to provide reconciliation services. Vendor will provide an earned allowance credit collateralized by approved securities on depository balances. Vendor will have the technological capability to safeguard payment and the Board's financial information.
3. Consolidated Banking: JPMorgan Chase Bank N.A. will establish and maintain over 575 school checking accounts (Internal Accounts), establish school investment accounts, process deposits at vault and branch locations. Vendor will provide and upload all bank information into the Oracle IAMS system

and provide reconciliation services. Vendor will provide an earned allowance credit collateralized by approved securities on depository balances.

4. Cash Collections: Amalgamated Bank of Chicago will provide coin and currency deposit processing for high school and elementary lunchrooms and provide online reporting and report reconciliation. Vendor will take certain security precautions in this cash collection process.

5. Purchasing Cards: PNC Bank, National Association will provide purchasing cards and offer ghost cards as well as assist in the marketing of the program to new vendors.

OUTCOMES:

Vendor's services will continue to result in: 1. The continued provision of the above described services which are essential to the cash operations of the District such as payment of payroll, vendor and child support payments (EDI services), lockbox processing, real time electronic reporting, branch and vault services and customer service. 2. Improved internal controls over the collection of cash to the schools. 3. The District earns a rebate for every dollar spent. The P-Card rebate amount for FY2016 was \$877,289.61.

COMPENSATION:

Vendors shall be paid during this option period according to the terms of their agreement. Estimated annual costs for this option period are set forth below:

\$945,000.00, FY18

\$945,000.00, FY19

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 Financial Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Program), the aggregate method for this pool will be utilized to measure participation. The original goals on this contract were 25% MBE and 5% WBE, however, the Prime MWBE composition of the pool has changed significantly due to the sale of a MBE Bank, therefore this contract has a full waiver.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, Treasury Department, Unit 12440

FY18 \$945,000.00

FY19 \$945,000.00

Not to exceed \$1,890,000.00 for the two (2) year term. 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).

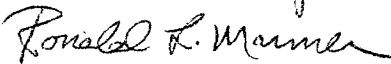
Approved for Consideration:


JOSE ALFONSO DE HOYOS-ACOSTA
Chief Administrative Officer

Approved:


FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form: 


RONALD L. MARMER
General Counsel

May 24, 2017

**AUTHORIZE THE FINAL RENEWAL AGREEMENT WITH FRONTLINE TECHNOLOGIES GROUP LLC
DBA FRONTLINE EDUCATION TO PROVIDE A SUBSTITUTE SERVICES PLACEMENT SYSTEM**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the final renewal agreement with Frontline Technologies Group LLC DBA Frontline Education to provide a substitute services placement system to the Talent Office at an estimated annual cost of \$160,165.00 for this option period. A written document exercising this option is currently being negotiated. No payment shall be made to the Vendor during the option period prior to the execution of their written document. The authority granted herein shall automatically rescind 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 : 13-250044

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-5180

VENDOR:

- 1) Vendor # 18545
FRONTLINE TECHNOLOGIES GROUP LLC
DBA FRONTLINE EDUCATION
1400 ATWATER DRIVE
MALVERN, PA 19355
Donna Kiwala
484 328-4207
Ownership: Insight Ftg Llc - 40.42%;Frontline
Technologies, Inc. - 15.38%; Insight
(Delaware) Ftg Blocker Corporation -
12.82%; Insight (Cayman) Ftg Blocker
Corporation - 10.45%

USER INFORMATION :

Project
Manager: 11010 - Talent Office
42 West Madison Street
Chicago, IL 60602
Clair-McClellan, Miss Lauren Marie
773-553-1127

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 13-0626-PR49) in the amount of \$510,446.00 was for a term commencing July 1, 2013 and ending June 30, 2016, with the Board having two (2) options to renew for periods of one (1) year each. The first renewal agreement (authorized by Board Report 16-0622-PR11) in the amount of \$160,165.00 was for a term commencing July 1, 2016 and ending June 30, 2017. 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, 2017 and ending June 30, 2018.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendor will continue to provide proper implementation and integration of the automated substitute placement system. The system provides:

- Increased fill rates
- Ease of tracking
- Automation with 24 hour access for requests and fills
- Integration with current operating system
- Delivered reports
- Established web presence and toll free number for access
- Compliance support resolution

DELIVERABLES:

Vendor will continue to provide Process Review and Planning, Data Migration, Configuration, Training, Workshops/Training Materials, Software/Programming and Final Review (test process and make any final configuration changes).

OUTCOMES:

Vendor's services will result in personnel accessing placement services via telephone or internet anytime/anywhere which will drive efficiencies for the Substitute Service area. Real time absence data, reporting, and efficient tracking are expected outcomes. This tool will cut costs, provide reporting strategies, improve communication and integrate with our current systems.

COMPENSATION:

Vendor shall be paid during this option period as follows: monthly payments based on a ten (10) month school year, not to exceed the sum of \$160,165.00.

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 Talent Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to contracts where the vendor is providing proprietary software applications.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, Talent Office, Unit 11010

\$160,165.00, FY18

Not to exceed \$160,165.00 for the one (1) year term.

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).

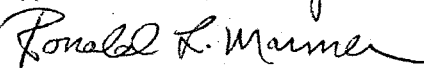
Approved for Consideration:


JOSE ALFONSO DE HOYOS-ACOSTA
Chief Administrative Officer

Approved:


FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form: 


RONALD L. MARMER
General Counsel

May 24, 2017

REPORT ON PRINCIPAL CONTRACTS (NEW)**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:**

Accept and file copies of the contracts with the principals listed below who were selected by the Local School pursuant to the Illinois School Code and the Uniform Principal's Performance Contract #14-0625-EX12.

DESCRIPTION: Recognize the selection by the local school councils of the individuals listed below to the position of principal subject to the Principal Eligibility Policy, #14-0723-PO1, 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 individuals have met the requirements for eligibility.

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Debra Fritz-Fanning	Interim Principal Shields Middle	Contract Principal Shields Middle Network: 8 P.N. 470092 Commencing: 04/06/17 Ending: 04/05/21
Virginia Hiltz	Interim Principal Saucedo	Contract Principal Saucedo Network: 7 P.N. 143090 Commencing: 03/27/17 Ending: 03/26/21
Valencia Hudson-Barnes	Assistant Principal Air Force Academy	Contract Principal Mollison Network: 9 P.N. 121913 Commencing: 4/1/17 Ending: 3/31/21
Tawane Knox	Interim Principal Neil	Contract Principal Neil Network: 12 P.N. 121475 Commencing: 03/17/17 Ending: 03/16/21
Kathleen Miller	Interim Principal Bell	Contract Principal Bell Network: 4 P.N. 120554 Commencing: 07/01/17 Ending: 06/30/21

Khalid Oluewu	Interim Principal Webster	Contract Principal Webster Network: 5 P.N. 121097 Commencing: 04/10/17 Ending: 04/09/21
Anthony Rodriquez	Assistant Principal Schurz H.S.	Contract Principal Schurz H.S. Network: 1 P.N. 119978 Commencing: 03/31/17 Ending: 03/30/21
Kathleen Speth	Interim Principal Disney II	Contract Principal Disney II Network: 1 P.N. 299333 Commencing: 07/01/17 Ending: 06/30/21
Janelle Thompson	Assistant Principal Holmes	Contract Principal Wentworth Network: 11 P.N. 543356 Commencing: 03/31/17 Ending: 03/30/21

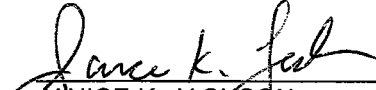
LSC REVIEW: The respective Local School Councils have executed the Uniform Principal's Performance Contract with the individuals named above.

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 2016-2017 school budget.

Approved for Consideration:




JANICE K. JACKSON
Chief Education Officer

Approved:



FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form:



RONALD L. MARMOR
General Counsel



May 24, 2017

REPORT ON PRINCIPAL CONTRACTS (RENEWALS)**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 and #14-0624-EX12.

DESCRIPTION: Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Principal Eligibility Policy, #14-0723-PO1, 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>NAME</u>	<u>FROM</u>	<u>TO</u>
Nia Abdullah	Contract Principal Bowen H.S.	Contract Principal Bowen H.S. Network: 12 P.N. 146390 Commencing: 12/13/17 Ending: 12/12/21
Michelle Miller	Contract Principal Garvey	Contract Principal Garvey Network: 13 P.N. 126185 Commencing: 07/01/17 Ending: 06/30/21
Rituparna Raichoudhri	Contract Principal Wells H.S.	Contract Principal Wells H.S. Network: ISP P.N. 250181 Commencing: 10/16/17 Ending: 10/15/21
John Webb	Contract Principal Foster Park	Contract Principal Foster Park Network: 11 P.N. 130798 Commencing: 07/01/17 Ending: 06/30/21

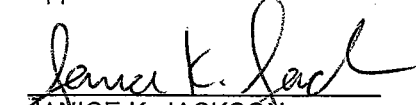
LSC REVIEW: The respective Local School Councils have executed the Uniform Principal's Performance Contract with the individuals named above.

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 2016-2017 school budgets.

Approved for Consideration:



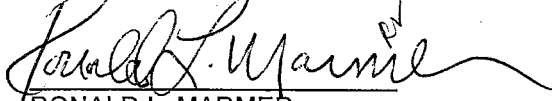
JANICE K. JACKSON
Chief Education Officer

Approved:



FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form:



RONALD L. MARMER
General Counsel

REPORT ON BOARD REPORT RESCISSIONS**THE GENERAL COUNSEL REPORTS THE FOLLOWING:**

- I. Extend the rescission dates contained in the following Board Reports to July 26, 2017 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. 15-0527-EX26: Amend Board Report 14-0528-EX15: Amend Board Report 13-0522-EX2: Approve Entering into an Alternative Safe School Program Agreement with Camelot Alt Ed-Illinois, LLC.
Services: Charter School
User Group: Innovation and Incubation
Status: In negotiations
 2. 15-0624-OP5: Authorize Lease Agreements with the Catholic Bishop of Chicago.
Services: Rental of Chicago Archdiocese school sites
User Group: Real Estate
Status: In negotiations
 3. 15-0826-PR12: Authorize New Agreements with Aetna Life Insurance Company and Cannon Cochran Management Services, Inc. for Third Party Claims Administration Services and Life Insurance.
Services: Claims Administration Services
User Group: Talent Office
Status: The agreement with Cannon Cochran Management Services, Inc. has been executed; the remaining agreement is in negotiations.
 4. 16-0323-PR2: Authorize New Agreements with Various Vendors for Arts and Cultural Enrichment (Out-of-School), Academic Support (Out-of-School), and Student Health and Wellness (In-School, Out-of-School, Recess) Services.
Services: Recess and Out of School Time Services
User Group: Student Support and Engagement
Status: 33 of 39 agreements are signed. The remaining agreements are with the respective vendors for signature.
 5. 16-0323-PR3: Authorize The Final Renewal Agreements with Various Vendors for Social Emotional Learning Services.
Services: Social Emotional Learning Services
User Group: Social Emotional Learning
Additional Action: This matter was inadvertently omitted from the March 22, 2017 rescission report. The extension of the rescission date is ratified to take effect as of the prior date thereby extending the rescission date to July 26, 2017 for the following vendors: Center for Supportive Schools (#25); Planned Parenthood (#52); Youth Outreach Services Inc. (#68).
 6. 16-0427-OP2: Approve Renewal Lease Agreement with Lawndale Educational Regional Network ("L.E.A.R.N.") Charter School, Inc. for A Portion of the Thorp School Building at 8914 South Buffalo Avenue.
Services: Charter School Lease
User Group: Real Estate
Status: In negotiations

7. 16-0427-PR1: Amend Board Report 15-0225-PR6: Authorize New Agreements with Various Vendors for College and Career Readiness Services.
Services: College and Career Readiness Services
User Group: College and Career Success Office
Status: In negotiations
8. 16-0427-PR4: Authorize A New Agreement with International Baccalaureate Americas to Provide Professional Development, Student Assessments and Related School Services.
Services: Professional Development, Student Assessments and Related School Services
User Group: Teaching and Learning Office
Status: In negotiations
9. 16-0525-OP2: Approve Renewal of Intergovernmental Agreement with City Colleges for Use of the Building Located at 3400 N. Austin Ave.
Services: Lease Agreement
User Group: Real Estate
Status: In negotiations
10. 16-0525-PR2: Authorize the First Renewal Agreements with Vendors to Provide Supplemental In-School Arts Education Services.
Services: In-School Arts Education Services
User Group: Teaching and Learning Office
Status: 44 of 58 agreements have been executed; the remaining agreements are in negotiations.
11. 16-0727-EX5: Ratify The Renewal of School Management Consulting Agreement with the Academy for Urban School Leadership to Provide School Turnaround Services at William T. Sherman School of Excellence.
Services: School Turnaround Services
User Group: Chief Network Office
Status: In negotiations
12. 16-0824-OP1: Amend Board Report 15-0527-OP1: Approve Lease with Invescomex I, LLC for the Use of Space Located at 4632-36 South Kedzie Avenue for Columbia Explorers Pre-K Program
Services: Lease Agreement
User Group: Real Estate
Additional Action: This matter was inadvertently omitted from the October 26, 2016; January 25, 2017 and March 22, 2017 rescission reports. The extension of the rescission date is ratified to take effect as of the prior date thereby extending the rescission date to July 26, 2017.
13. 16-0824-PR2: Authorize New Agreements with Various Vendors for Personalized Learning Professional Development Services.
Services: Personalized Learning Professional Development Services
User Group: Talent Office
Status: 2 of 3 agreements have been executed; the remaining agreements are in negotiations.
14. 16-0824-PR10: Authorize the First Renewal Agreement with Premier Facility Solutions for Cleanliness Audit Services at Various Schools.
Services: Cleanliness Audit Services
User Group: Facility Operations & Maintenance
Status: In negotiations

15. 16-1026-PR13: Authorize New Agreements with Various Vendors for Defined Contribution Retirement Services.

Services: Retirement Services

User Group: Talent office

Status: In negotiations

16. 16-1207-OP2: Approve Renewal Lease Agreement with Chicago Charter School Foundation (Chicago International Charter School) for a Portion of The Truth School Building, 1443 N. Ogden, and Annex, 1409 N. Ogden.

Services: Lease Agreement

User Group: Office of Real Estate

Status: In negotiations

17. 16-1207-OP3: Approve Renewal Lease Agreement with KIPP Chicago Schools for a Portion of Hope College Preparatory High School, 5515 S. Lowe Avenue.

Services: Lease Agreement

User Group: Office of Real Estate

Status: In negotiations

18. 16-1207-OP4: Approve Renewal Lease Agreement with KIPP Chicago Schools for a Portion of Nash Elementary School, 4818 W. Ohio.

Services: Lease Agreement

User Group: Office of Real Estate

Status: In negotiations

19. 16-1207-OP5: Approve Renewal Lease Agreement with KIPP Chicago Schools for A Portion of the Orr School Building, 730 N. Pulaski Road.

Services: Lease Agreement

User Group: Office of Real Estate

Status: In negotiations

20. 16-1207-OP6: Approve Renewal Lease Agreement with KIPP Chicago Schools For A Portion of Penn School, 1616 S. Avers.

Services: Lease Agreement

User Group: Office of Real Estate

Status: In negotiations

21. 16-1207-OP7: Approve Renewal Lease Agreement With the Montessori Network for Johns School, 6936 S. Hermitage Avenue.

Services: Lease Agreement

User Group: Office of Real Estate

Status: In negotiations

22. 16-1207-OP8: Approve Renewal Lease Agreement with Perspectives Charter School for Former Raymond School, 3663 S. Wabash.

Services: Lease Agreement

User Group: Office of Real Estate

Status: In negotiations

23. 16-1207-OP9: Approve Renewal Lease Agreement with Perspectives Charter School for Former Calumet School, 8131 S. May.

Services: Lease Agreement

User Group: Office of Real Estate

Status: In negotiations

24. 16-1207-OP10: Approve Renewal Lease Agreement with Polaris Charter Academy for Former Morse School, 620 N. Sawyer Avenue.
Services: Lease Agreement
User Group: Office of Real Estate
Status: In negotiations
25. 16-1207-OP11: Approve Renewal Lease Agreement With Providence Englewood School Corporation For Former Bunche School, 6515 S. Ashland Ave.
Services: Lease Agreement
User Group: Office of Real Estate
Status: In negotiations
26. 16-1207-PR1: Authorize a New Agreement With Advanced Strategies for Professional Development Services for ESL/Bilingual Online Coursework.
Services: ESL/Bilingual Online Coursework
User Group: General Education – City Wide
Status: In negotiations
27. 16-1207-PR7: Authorize A New Agreement With Coghlan Law LLC for Subrogation Services.
Services: Subrogation Services
User Group: Talent Office
Status: In negotiations
28. 17-0125-PR4: Authorize the First Renewal Agreement with Sodexomagic, LLC for Integrated Facilities Management Services
Services: Integrated Facilities Management Services
User Group: Facilities Operations & Maintenance
Status: In negotiations
29. 17-0125-PR5: Authorize the Second Renewal of Pre-Qualification Status With Architects/Engineers of Record to Provide Architectural/Engineering Services
Services: Architectural/Engineering Services
User Group: Facilities Operations & Maintenance
Status: 49 of 51 are fully executed, the remainder are in negotiations
30. 17-0125-PR6: Authorize A New Agreement with Various Vendors for Integrated Facility Management Services
Services: Integrated Facilities Management Services
User Group: Facilities Operations & Maintenance
Status: In negotiations
31. 17-0222-PR2: Authorize New Agreements with Various Vendors for Construction Material Testing Services
Services: Construction Material Testing
User Group: Facilities Operations & Maintenance
Status: In negotiations
32. 17-0222-PR6: Authorize the Fourth Renewal Agreement with Iron Mountain Information Management, LLC for Offsite Record Storage Services
Services: Offsite Record Storage Services
User Group: Law Office
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:

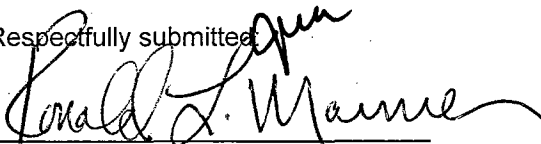
1. 16-0323-PR3: Authorize The Final Renewal Agreements with Various Vendors for Social Emotional Learning Services.

Services: Social Emotional Learning Services

User Group: Social Emotional Learning

Action: Rescind Board Authority for the following vendors for failure to enter into agreements: AdvancePath Academics, Inc. (#10); The Black Start Project (#11); Bright Star Community Outreach, Inc. (#12); Children's Home & Aid Society of Illinois (#19); Center for Responsive Schools Inc. (#24); Father Flanagan's Boys Home (#32); Illinois Caucus for Adolescent Health (#39); Liberation Christian Center (#44); Mikva Challenge Grant Foundation (#48); Teaching Strategies Inc. (#60); Wyman Center Inc. (#65).

Respectfully submitted,



Ronald L. Marmar

Ronald L. Marmar, General Counsel

