



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

**Regular Meeting-Wednesday, April 25, 2012
10:30 A.M.
(125 South Clark Street)**

Published by the Authority of the Chicago Board of Education

**David J. Vitale
President**

**Estela G. Beltran
Secretary**

ATTEST:


Secretary of the Board of Education
of the City of Chicago

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

PRESENT: Dr. Bienen, Dr. Hines, Mr. Ruiz, Ms. Pritzker, Mr. Sierra*, Ms. Zopp, and President Vitale – 7

***NOTE:** Board Member Sierra was not present when roll was called. Board Member Sierra arrived at approximately 10:43 a.m.

ABSENT: None

ALSO PRESENT: Mr. Jean Claude Brizard, Chief Executive Officer, Mr. Patrick J. Rocks, General Counsel, and Ms. Jessenia Martinez, Honorary Student Board Member.

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

President Vitale thereupon opened the floor to the CEO Report segment of the Board Meeting. Mr. Jean Claude Brizard, Chief Executive Officer, Steve Gering, Chief Office of Leadership Development, Patrick Baccellieri, Principal, Pulaski International Academy and Demetrius Hobson, Principal, Henson Elementary School gave a presentation on the Chicago Leadership Collaborative. Tim Cawley, Chief Administrative Officer, gave an update on the 2012-2013 Chicago Public School Budget. Patrick Rocks, General Counsel gave a brief presentation on the Amendment to the Comprehensive Non-Discrimination Title IX and Sexual Harassment Policy.

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

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

Note: Board Member Sierra left meeting at approximately 12:35 p.m.

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

Board Member Hines presented the following Motion:

12-0425-MO1

MOTION TO HOLD A CLOSED SESSION

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

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

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

Board Member Pritzker moved to adopt Motion 12-0425-MO1.

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

Yeas: Dr. Bienen, Dr. Hines, Mr. Ruiz, Ms. Pritzker, Ms. Zopp, and President Vitale – 6

Nays: None

President Vitale thereupon declared Motion 12-0425-MO1 adopted.

**CLOSED SESSION
RECORD OF CLOSED SESSION**

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

(1) The Closed Meeting was held on April 25, 2012, beginning at 1:10 p.m. at the Central Service Center, 125 South Clark Street, and President's Conference Room 6th Floor, and Chicago Illinois 60603.

(2) **PRESENT:** Dr. Bienen, Dr. Hines, Mr. Ruiz, Ms. Pritzker, Mr. Sierra*, Ms. Zopp, and Present Vitale – 7

***NOTE: Board Member Sierra was not present when roll was called. Board Member Sierra arrived at approximately 1:45 p.m.**

(3) **ABSENT: None**

- A. Other Reports
- B. Warning Resolutions
- C. Terminations
- D. Personnel
- E. Collective Bargaining
- F. Real Estate
- G. Security
- H. Closed Session Minutes
- I. Individual Student Matters

No votes were taken in Closed Session.

After Closed Session the Board reconvened.

Members present after Closed Session: Dr. Bienen, Dr. Hines, Ms. Pritzker, Mr. Sierra, Ms. Zopp, and President Vitale – 6

Members absent after Closed Session: Vice President Ruiz

President Vitale thereupon proceeded with Agenda Items.

12-0425-AR3

**AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM
FRANCZEK RADELET P.C.**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm Franczek Radelet P.C.

DESCRIPTION: The General Counsel has continued retention of the law firm Franczek Radelet P.C. The firm provides legal services to the Board for general litigation, labor negotiations, consultation and strategy developments. Additional authorization for the firm's services is requested in the amount of \$200,000. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$200,000.00 to Law Department- Legal and Supportive Service - Professional Services.
Budget Classification Fiscal Year 2012: 10455-115-54125-231101-000000

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 member 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).

12-0425-AR4

AUTHORIZED CONTINUED RETENTION OF HILL LAW OFFICES

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of: Hill Law Offices
111 West Jackson Blvd.
Suite 2230
Chicago, IL 60604
Contact: Deborah Hill
Phone: 312.294.7100
Vendor No.: 62738

DESCRIPTION: The General Counsel has continued the engagement of Hill Law Offices to negotiate and draft various telecommunications licenses between the Board (on behalf of individual schools) and various telecommunications carrier. These licenses provide much needed additional revenue for local schools that permit installation of antennae and other telecommunication equipment within school premises. Authorization is requested in the amount of \$75,000.00. As invoices are received, they will be reviewed by the General Counsel and the Senior Real Estate Advisor and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: The firm is a Women-Owned Business Enterprise (WBE).

FINANCIAL: Charge \$75,000.00 to Department of Real Estate – Cell Tower Installation Program
Budget Classification Fiscal Year 2012.....11910-124-54125-253201-904003

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).

12-0425-AR5

**AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM
PUGH JONES JOHNSON & QUANDT, P.C.**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm Pugh Jones Johnson & Quandt, P.C.

DESCRIPTION: The General Counsel has continued retention of the law firm Pugh Jones Johnson & Quandt, P.C. The firm will provide legal services to the Board and the CEO in the area of property tax assessment appeals filed before the Property Tax Appeal Board (PTAB). Authorization for the firm's services is requested in the amount of \$20,000. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: This firm is a MBE.

FINANCIAL: Charge \$20,000.00 to Law Department- Legal and Supportive Service – Professional Services
Budget Classification Fiscal Year 2012.....10455-115-54125-231101-000000

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 member 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).

President Vitale thereupon declared Board Reports 12-0425-AR3 through 12-0425-AR5 accepted.

12-0425-AR6

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
DARRELL ALEXANDER – CASE NO. 12 WC 4210**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Darrell Alexander, Case No. 12 WC 4210 and subject to the approval of the Illinois Commission, in the amount of **\$54,307.62**.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 FY 2012..... **\$54,307.62**

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member 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).

12-0425-AR7

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
ELOUISE KOUIMELIS – CASE NO. 09 WC 44537**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Elouise Kouimelis, Case No. 09 WC 44537 and subject to the approval of the Illinois Commission, in the amount of **\$83,093.75**.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 FY 2012..... **\$83,093.75**

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member 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).

12-0425-AR8

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
SENADA MUJCINOVIC – CASE NO. 10 WC 04392**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Senada Mujcinovic, Case No. 10 WC 04392 and subject to the approval of the Illinois Commission, in the amount of **\$235,000.00**.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 FY 2012..... **\$235,000.00**

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member 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).

12-0425-AR9

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
KEVIN SEHRING – CASE NO. 09 WC 33503**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Kevin Sehring, Case No. 09 WC 33503 and subject to the approval of the Illinois Commission, in the amount of **\$67,169.96**.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 FY 2012..... **\$67,169.96**

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member 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).

12-0425-AR10

APPROVE SETTLEMENT OF THE BOARD OF TRUSTEES OF THE PUBLIC SCHOOL TEACHERS' PENSION AND RETIREMENT FUND OF CHICAGO v. BOARD OF EDUCATION OF THE CITY OF CHICAGO
CASE NO. 09 CH 25730

THE GENERAL COUNSEL REPORTS THE FOLLOWING SETTLEMENT:

DESCRIPTION:

The Board of Trustees of the Public School Teachers' Pension and Retirement Fund of Chicago ("Board of Trustees") filed a complaint asserting the Board of Education of the City of Chicago ("Board of Education") failed to provide and certify certain payroll-related data pursuant to 40 ILCS 5/17-132 ("Litigation") and has asserted its intention to file an amended complaint asserting that the Board of Education has continued to violate 40 ILCS 5/17-132 as amended on July 1, 2011 ("Amended Litigation"). The Board of Education has denied liability for either claim and has negotiated a settlement, subject to Board of Education approval, wherein the Board of Education will pay the Board of Trustees the sum of \$300,000.00 and create an automated computer system in exchange for the agreement by the Board of Trustees to: dismiss the Litigation, waive the right to file the Amended Litigation, and work collaboratively with the Board of Education to create the automated computer system. The settlement agreement will permit recovery of attorney's fee in the event of a breach.

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

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

FINANCIAL: Charge to the General Fund for non-tort legal settlements, Account #12470-115-54530-231122-000000
FY 2012 \$300,000.00

AUTHORIZATION: Authorize the General Counsel to execute the Settlement Agreement(s), and all ancillary documents related thereto, including the details of the implementation plan.

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 member 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).

12-0425-AR11

**APPROVE SETTLEMENT OF DEFICIENCY CLAIM OF
BOARD OF TRUSTEES OF THE PUBLIC SCHOOL TEACHERS'
PENSION AND RETIREMENT FUND OF CHICAGO**

THE GENERAL COUNSEL REPORTS THE FOLLOWING SETTLEMENT:

DESCRIPTION:

The Board of Trustees of the Public School Teachers' Pension and Retirement Fund of Chicago ("Fund") asserts that the Board failed to accurately calculate and pay employee contributions to the Fund from FY 2002 through FY 2006. The Fund discovered the alleged deficiencies by auditing the Board's legacy payroll system when it had access to that system. In general, the claimed deficiencies occurred due to a requirement in the Pension Code that employees only contribute for pay periods in which they worked 5 or more days, which necessitated manual evaluation that was prone to error. (The Pension Code has since been amended to avoid this issue.) The Fund claims the Board owes approximately \$2,600,000.00 for these deficiencies, and has billed the Board for that amount. The Board's sample audit indicated that approximately 50% of the deficiency claims were inaccurately billed. The Board's Chief Financial Officer negotiated a settlement of the claims with the Fund's Chief Executive Officer, subject to each Board's approval, for the sum of \$1,300,000.00.

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

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

FINANCIAL: Charge to the General Fund for non-tort legal settlements, Account #12470-115-57135-119004-000000 FY 2012. \$1,300,000.00

AUTHORIZATION: Authorize the General Counsel to execute the Settlement Agreement(s), and all ancillary documents related thereto.

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 member 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).

12-0425-AR12

**PROPERTY TAX APPEAL REFUND—AUTHORIZE SETTLEMENT FOR
SHERWIN WILLIAMS COMPANY PTAB APPEALS REGARDING ITS
PROPERTY FOR TAX YEARS 2006-08**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of appeal by Sherwin Williams Company regarding its industrial at 11541 S. Champlain Avenue, Chicago, Illinois, for the 2006-2008 tax years. This settlement results in a total refund of \$107,819, plus interest, for the tax years involved, with a savings of about \$327,499, plus interest. The refund will be implemented by reductions in the Board's property-tax revenues in calendar year 2012 or thereafter. This settlement does not involve a direct payout of Board funds.

DESCRIPTION: The General Counsel has determined that this settlement is in the Board's best interests.

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: There is no charge to any Board account. The refund payment is to be deducted from the Board's tax revenues in calendar year 2012 or thereafter \$107,819, plus interest

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

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

Yeas: Dr. Bienen, Dr. Hines, Ms. Pritzker, Mr. Sierra, Ms. Zopp, and President Vitale – 6

Nays: None

President Vitale thereupon declared Board Reports 12-0425-AR6 through 12-0224-AR12 adopted.

12-0425-AR13

DEBARMENT OF DERRICK HARRIS and NORTH LAWNSDALE LSC FEDERATION

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING RECOMMENDATION:

That the Board of Education of the City of Chicago ("Board") fully and permanently debar DERRICK HARRIS ("Derrick Harris") and NORTH LAWNSDALE LSC FEDERATION from doing any business with the Board.

On November 22, 2011, the Board's Chief Purchasing Officer filed and served on Harris and NLLF (collectively "Respondents") a Notice of Proposed Debarment ("Notice"), initiating constraints and a debarment proceeding against them, based upon Respondents' (1) failure to cooperate with an investigation of the Office of the Inspector General ("OIG"), in violation of 105 ILCS 5/34-13.1(d) and (2) failure to provide records supporting expenses allegedly incurred by Respondents and which would support payments made by the Board to Respondents. Respondents filed a response to the Notice admitting that Harris, NLLF's principal, told the OIG that the OIG's requests were a "waste of time" and that Harris "would not participate in an interview" with the OIG ("Response"). The Board filed and served its reply in support of the Notice on January 24, 2012 ("Reply"). The alleged conduct of Respondents was so egregious that the Notice sought to fully and permanently debar them.

On January 26, 2011, the Board resolved and ratified that, as of December 15, 2010, any reference to Chief Administrative Officer in any Board Rule, Policy or guideline constitutes a reference to Chief Executive Officer or designee. B.R.11-0126-RS1.

Based on admissions in court, debarment by the City, and admission of the facts set forth in the Notice, the Chief Administrative Officer, Tim Cawley, recommends that the Board fully and permanently debar Derrick Harris and North Lawnsdale LSC Federation from doing any business with the Board.

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.

12-0425-AR14

**DEBARMENT OF QUEEN SISTER AFRIKA a/k/a QUEEN SISTER GEORZETTA DELONEY
a/k/a GEORZETTA DELONEY and IT TAKES A VILLAGE ORGANIZATION a/k/a IT TAKES A
VILLAGE NFP.ORG**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING RECOMMENDATION:

That the Board of Education of the City of Chicago ("Board") fully and permanently debar QUEEN SISTER AFRIKA a/k/a QUEEN SISTER GEORZETTA DELONEY a/k/a GEORZETTA DELONEY ("Queen Sister Afrika") and IT TAKES A VILLAGE ORGANIZATION a/k/a IT TAKES A VILLAGE NFP.ORG ("It Takes A Village") from doing any business with the Board.

On November 22, 2011, the Board's Chief Purchasing Officer filed and served on Queen Sister and ITVO (collectively "Respondents") a Notice of Proposed Debarment ("Notice"), initiating constraints and a debarment proceeding against them, based upon Respondents' (1) failure to cooperate with an investigation of the Office of the Inspector General ("OIG"), in violation of 105 ILCS 5/34-13 1(d), (2) failure to identify services ITVO performed, and (3) submission of invoices for payment of services which neither ITVO nor Queen Sister were authorized to perform. Respondents filed a response to the Notice but failed to deny any of the allegations in the Notice. Section 4.5(d) of the Debarment Policy requires a vendor to make an admission, denial or other response to every allegation in a notice of debarment, the failure of which constitutes an admission. The alleged conduct of Respondents was so egregious that the Notice sought to fully and permanently debar them.

On January 26, 2011, the Board resolved and ratified that, as of December 15, 2010, any reference to Chief Administrative Officer in any Board Rule, Policy or guideline constitutes a reference to Chief Executive Officer or designee. B.R.11-0126-RS1.

Based on the facts set forth in the Notice, the Chief Administrative Officer, Tim Cawley, recommends that the Board fully and permanently debar Queen Sister and ITVO from doing any business with the Board

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

12-0425-AR15

**AUTHORIZE PAYMENT OF ATTORNEY'S FEES IN THE MATTER OF
COREY H., et al. v. BOARD OF EDUCATION OF THE CITY OF CHICAGO, CASE NO. 92 C 3409**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

To authorize funds to pay attorney's fees in the amount of \$115,115.75 to Plaintiffs' attorney, Sharon Soltman, for costs associated with litigating *Corey H. et al. v. Board of Education of the City of Chicago*, case no. 92 C 3409.

DESCRIPTION: Pursuant to Board Report 97-0924-AR3, the Board agreed to enter into a settlement agreement to resolve this matter. Pursuant to the settlement agreement, the Board agreed to pay reasonable attorneys' fees.

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

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$115,115.75 to Law Department - Litigated Tort Claims
Budget Classification Fiscal year 2012.....12470-115-54530-231122-000000-2012

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 member 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).

President Vitale indicated that if there were no objections, Board Reports 12-0425-AR13 through 12-0425-AR15 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0425-AR13 through 12-0425-AR15
12-0425-EX12

TRANSFER AND APPOINT CHIEF OF ELEMENTARY SCHOOLS – O'HARE ELEMENTARY NETWORK
(Anna Alvarado)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Transfer and appoint Anna Alvarado to the position of Chief of Elementary Schools – O'Hare Elementary Network, effective July 1, 2012 at the salary set forth below;

DESCRIPTION:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Anna Alvarado	External Title: Deputy Chief Of Schools Functional Title: Deputy Position No.: 455426 Basic Salary: \$133,064.39 Pay Band: A08	External Title: Chief of Elementary Schools Functional Title: Officer Position No : 385868 Basic Salary: \$151,131.43 (13.58% increase) Pay Band: A09 Budget Classification: 02021.353.51100.221080.494037

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

**AFFIRMATIVE
ACTION STATUS:** Not applicable.

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

**PERSONNEL
IMPLICATIONS:** The position to be affected by approval of this action is contained in the FY12 department budget.

12-0425-EX13

TRANSFER AND APPOINT CHIEF OF ELEMENTARY SCHOOLS – PERSHING ELEMENTARY NETWORK
(Victor Simon)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Transfer and appoint Victor Simon to the position of Chief of Elementary Schools – Pershing Elementary Network, effective April 26, 2012 at the salary set forth below;

DESCRIPTION:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Victor Simon	External Title: Deputy Chief Of Schools Functional Title: Deputy Position No.: 455435 Basic Salary: \$142,000 Pay Band: A08	External Title: Chief of Elementary Schools Functional Title: Officer Position No : 462129 Basic Salary: \$151,131.43 (6.43% increase) Pay Band: A09 Budget Classification: 02121.367.51100.221080.433118

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

**AFFIRMATIVE
ACTION STATUS:** Not applicable.

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

**PERSONNEL
IMPLICATIONS:** The position to be affected by approval of this action is contained in the FY12 department budget.

12-0425-EX14

TRANSFER AND APPOINT CHIEF OF ELEMENTARY SCHOOLS – SKYWAY ELEMENTARY NETWORK (LaTanya McDade)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Transfer and appoint LaTanya McDade to the position of Chief of Elementary Schools – Skyway Elementary Network, effective April 26, 2012 at the salary set forth below;

DESCRIPTION:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
LaTanya McDade	External Title: Deputy Chief Of Schools Functional Title: Position No.: 455433 Basic Salary: \$128,117.35 Pay Band: A08	External Title: Chief of Elementary Schools Functional Title: Officer Position No.: 460595 Basic Salary: \$151,131.43 (17.96% increase) Pay Band: A09 Budget Classification: 02101.367.51100.221080.433118

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

**AFFIRMATIVE
ACTION STATUS:** Not applicable.

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

**PERSONNEL
IMPLICATIONS:** The position to be affected by approval of this action is contained in the FY12 department budget.

President Vitale indicated that if there were no objections, Board Reports 12-0425-EX12 through 12-0425-EX14 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0425-EX12 through 12-0425-EX14 adopted.

12-0425-EX15

WARNING RESOLUTION – WILLIE RABY **TENURED TEACHER – ORR ACADEMY HIGH SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline and Due Process Policy, Board Report No 04-0728-PO1, a Warning Resolution be adopted and issued to Willie Raby, Teacher, to inform him that he has engaged in unsatisfactory conduct.

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

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

AFFIRMATIVE ACTION REVIEW: None.

FINANCIAL: This action is of no cost to the Board.

PERSONNEL IMPLICATIONS: None.

12-0425-EX16

**WARNING RESOLUTION – LISA SCHLAK,
TENURED TEACHER, JORDAN COMMUNITY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Lisa Schlak, and that a copy of the Board Report and Warning Resolution be served upon Lisa Schlak.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution shall be adopted and issued to Lisa Schlak, tenured teacher, to inform her that she has engaged in unsatisfactory conduct.

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

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

AFFIRMATIVE ACTION REVIEW: None

FINANCIAL: This action is of no cost to the Board.

PERSONNEL IMPLICATIONS: None.

12-0425-EX17

**WARNING RESOLUTION – MONICA ST. JOHN,
TENURED TEACHER, WASHINGTON IRVING ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Monica St. John, and that a copy of the Board Report and Warning Resolution be served upon Monica St. John.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of

Chicago, and Board Report 04-0728-P01, a Warning Resolution shall be adopted and issued to Monica St. John, tenured teacher, to inform her that she has engaged in unsatisfactory conduct.

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

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

***AFFIRMATIVE
ACTION REVIEW:** None

FINANCIAL: This action is of no cost to the Board.

**PERSONNEL
IMPLICATIONS:** None.

12-0425-EX18

**WARNING RESOLUTION – CARMEN SEAZ,
TENURED TEACHER, NORTH-GRAND HIGH SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Carmen Seaz, and that a copy of the Board Report and Warning Resolution be served upon Carmen Seaz.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution shall be adopted and issued to Carmen Seaz, tenured teacher, to inform her that she has engaged in unsatisfactory conduct.

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

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

**AFFIRMATIVE
ACTION REVIEW:** None

FINANCIAL: This action is of no cost to the Board.

**PERSONNEL
IMPLICATIONS:** None.

President Vitale indicated that if there were no objections, Board Reports 12-0425-EX15 through 12-0425-EX18 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0425-EX15 through 12-0425-EX18 adopted.

12-0425-EX19

**APPROVE RESCISSION OF MARIA TANEFF NOTICE OF INTENT
TO RETIRE AND RESIGNATION PURSUANT TO BOARD RULE 4-16(b)**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Board of Education approve the rescission of Maria Taneff's Notice of Intent to Retire and Resignation pursuant to Board Rule 4-16(b).

Taneff is eligible to rescind her notice of intent to retire inasmuch as 1) Taneff has received a firm offer to fill a vacant position for which a Type 75 administrative certificate is a required or desired qualification for a period after the effective date of her resignation or retirement; 2) Taneff has requested to rescind her resignation or notice of intent to retire before the effective date of the resignation or notice of intent to retire; 3) Taneff has a record of performance with the Board that, in the judgment of the Board's Chief Executive Officer, demonstrates that she is uniquely qualified to fill the position offered to her; and 4) Taneff and the Board further agree that in satisfaction of Board Rule 4-16(b)(iv) and (b)(v), Taneff shall repay to the Board all monies paid to her in connection with her enrollment in the Board's Pension Enhancement Program (PEP), the Board shall credit Taneff's sick day bank, and that an appropriate credit, if any, shall be sought from the Teachers' Pension Fund based upon pension contributions made in connection to enrollment in the PEP.

AFFIRMATIVE ACTION: Not applicable

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

FINANCIAL: The action contained in this Board report does not require Board expenditure.

President Vitale indicated that if there were no objections, Board Report 12-0425-EX19 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Report 12-0425-EX19 adopted.

12-0425-EX20

**ADOPT FINDING THAT PUPIL IS A NON-RESIDENT
OF THE CITY OF CHICAGO INDEBTED TO THE
CHICAGO PUBLIC SCHOOLS FOR NON-RESIDENT TUITION**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education: (i) find that the custodial parent of current CPS pupil (ID #44629127) was a non-resident of the City of Chicago from the time he enrolled the pupils through the present, for the time that the identified student attended CPS schools; (ii) hold the pupils' custodial parent accountable as indebted to the Board for non-resident tuition for the pupil's attendance in the Chicago Public Schools for the respective time of enrollment, which occurred between September, 2009 through the first semester of the 2011-2012 school year, in the total amount of \$32,227.70; (iii) reject any objections by the parents to the Board's findings; and (iv) bar the pupil from continued and/or future attendance in the Chicago Public Schools unless and until all non-resident tuition owed is paid in full

DESCRIPTION:

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

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

**AFFIRMATIVE
ACTION REVIEW:** Affirmative action review is not applicable to this report

FINANCIAL: If the pupil is found to have been a non-resident during any time the pupil attended the Chicago Public Schools, the person(s) who enrolled the pupil shall be charged tuition for that time

**PERSONNEL
IMPLICATIONS:** None.

12-0425-EX21

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

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education: (i) find that the custodial parent, mother, of former CPS pupils (ID #37359718, ID #39654741, and ID #41606975) was a non-resident of the City of Chicago from the time she enrolled the pupils through the present, for the time that the identified students attended CPS schools; (ii) hold the pupils' custodial parent accountable as indebted to the Board for non-resident tuition for the pupils' attendance in the Chicago Public Schools for their respective times of enrollment, which occurred between September, 2004 through 2008, in the total amount of \$100,066.29; (iii) reject any objections by the parents to the Board's findings; and (iv) bar the pupils from continued and/or future attendance in the Chicago Public Schools unless and until all non-resident tuition owed is paid in full.

DESCRIPTION:

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

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

**AFFIRMATIVE
ACTION REVIEW:** Affirmative action review is not applicable to this report.

FINANCIAL: If the pupil is found to have been a non-resident during any time the pupil attended the Chicago Public Schools, the person(s) who enrolled the pupil shall be charged tuition for that time.

**PERSONNEL
IMPLICATIONS:** None.

President Vitale indicated that if there were no objections, Board Reports 12-0425-EX20 and 12-0425-EX21 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0425-EX20 and 12-0425-EX21 adopted.

12-0425-RS23

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING
THE DISMISSAL OF LEON TOWNSEND TENURED TEACHER,
ASSIGNED TO EVERETT ELEMENTARY SCHOOL**

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

WHEREAS, after the conclusion of the dismissal hearing that was afforded to Leon Townsend, the Hearing Officer made written findings of fact and conclusions of law, and recommended the dismissal of Leon Townsend; and

WHEREAS, the Board of Education of the City of Chicago has reviewed the post-hearing briefs and hearing transcript and exhibits ("record"), along with the findings of fact, conclusions of law, and recommendation of Hearing Officer Cohen regarding the dismissal charges preferred against Leon Townsend; and

WHEREAS, the parties were given an opportunity to submit exceptions and a memorandum of law in support of or in opposition to the Board's adoption of Hearing Officer Cohen's recommendation, and

WHEREAS, the Board of Education of the City of Chicago finds that the facts found by the Hearing Officer constitute cause and grounds for dismissal of Leon Townsend;

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

Section 1: After considering the Hearing Officer's findings of fact, conclusions of law and recommendation, (b) the record of the dismissal hearing, and (c) the exceptions and memoranda of law submitted by the Petitioner and Respondent, the Board of Education of the City of Chicago accepts the Hearing Officer's findings of fact and legal conclusions.

Section 2: Leon Townsend is hereby dismissed from his employment with the Board of Education of the City of Chicago.

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

THEREFORE, this Resolution is hereby adopted by the members of the Board of Education of the City of Chicago on April 25, 2012.

12-0425-RS24

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

WHEREAS, on April 20, 2012 the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel pursuant to Board Policy 04-0728-PO1:

Name	School	Effective Date
Eric Courts	Al Raby High School	April 25, 2012
Leon Curry	George Leland School	April 25, 2012
Tyree Horn	Chicago Academy High School	April 25, 2012
Marta Matos	North Grand High School	April 25, 2012
William Stahulak	George Washington High School	April 25, 2012

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

12-0425-RS25

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER'S RECOMMENDATION
TO DISMISS PROBATIONARY APPOINTED TEACHER**

WHEREAS, April 20, 2012, the Chief Executive Officer submitted written recommendations, including the reasons for the recommendations, to the Board to dismiss the following probationary appointed teacher pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84:

<u>Name</u>	<u>School</u>	<u>Effective Date</u>
Abraham Lee	Edward C Delano School	April 25, 2012

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

The Secretary presented the following Statement for the Public Record:

I would like to note for the record that on April 20, 2012, the Board Members and the Office of the Board received the CEO'S Recommendation to Dismiss a Probationary Appointed Teacher Pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84. His recommendation included the name of the Teacher affected and the reasons. He also noted that the Teacher affected will be notified of their dismissal after adoption of this resolution.

12-0425-RS26

**RESOLUTION AUTHORIZING THE HONORABLE TERMINATION
OF REGULARLY CERTIFIED AND APPOINTED TEACHER**

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

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

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

WHEREAS, the Board, pursuant to the above articulated powers, promulgated its Policy Regarding Reassignment and Layoff of Regularly Appointed and Certified Teachers ("Reassignment Policy") on July 23, 1997 and amended from time to time thereafter, including in Board Report 07-1219-PO1; and

WHEREAS, the Board has delegated its power to layoff tenured teachers in accordance with the Reassignment Policy to the CEO under Board Rules 2-27(c) and 4-6; and

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

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

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

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

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

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

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

ATTACHMENT A

REASSIGNED TEACHERS SCHEDULED FOR HONORABLE TERMINATION

First Name	Last Name	Termination Date
Muinat	Dosu	May 4, 2012

12-0425-RS27

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER'S RECOMMENDATION
TO DISMISS/NON-RENEW PROBATIONARY APPOINTED TEACHERS AT THE
END OF THE 2011-2012 SCHOOL YEAR**

WHEREAS, on April 12, 2012, the Chief Executive Officer recommended that the Board non-renew and dismiss probationary appointed teachers at the end of the 2011-2012 school year and has provided a reason for this recommendation with respect to each of those probationary appointed teachers;

NOW, THEREFORE, BE IT RESOLVED,

1. The Board accepts the Chief Executive Officer's recommendation and dismisses probationary appointed teachers identified in the Chief Executive Officer's April 12, 2012 recommendation, which recommendation is on file with the Board Secretary, effective at the end of the 2011-2012 school year.
2. The Chief Executive Officer will deliver notices of dismissal or non-renewal to the affected probationary appointed teachers listed after adoption of this Resolution.

I would like to note for the record that on April 12, 2012, the Board Members and the Office of the Board received the CEO'S Recommendation to Dismiss Probationary Appointed Teachers Pursuant to Board Rule 4-7b.2(a) and 105 ILCS 5/34-84. His recommendation included the name of the Teachers affected and the reasons. He also noted that the Teachers affected will be notified of their dismissal as soon as practicable after adoption of the Board Resolution.

President Vitale indicated that if there were no objections, Board Reports 12-0425-RS23 through 12-0425-RS27 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0425-RS23 through 12-0425-RS27 adopted.

Board Member Bienen presented the following Motion:

12-0425-MO2

**MOTION RE: ADOPT AND MAINTAIN AS CONFIDENTIAL
CLOSED SESSION MINUTES FROM MARCH 28, 2012**

MOTION ADOPTED that the Board adopt the minutes of the closed session meeting of March 28, 2012 pursuant to Section 2.06 of the Open Meetings Act. Board Members reviewed these minutes and determined that the need for confidentiality exists. Therefore, the minutes of the closed session meeting held on March 28, 2012 shall be maintained as confidential and not available for public inspection.

Board Member Pritzker moved to adopt Motion 12-0425-MO2.

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

Yeas: Dr. Bienen, Dr. Hines, Ms. Pritzker, Mr. Sierra, Ms. Zopp, and President Vitale – 6

Nays: None

President Vitale thereupon declared Motion 12-0425-MO2 adopted.

Board Member Zopp presented the following Motion:

12-0425-MO3

**MOTION RE: APPROVAL OF RECORD OF PROCEEDINGS OF
MEETING OPEN TO THE PUBLIC (March 28, 2012)**

MOTION ADOPTED that the record of proceedings of the Regular Board Meeting of March 28, 2012, prepared by the Board Secretary be approved and such record of proceedings be posted on the District's website in accordance with Section 2.06(b) of the Open Meetings Act.

Board Member Sierra moved to adopt Motion 12-0425-MO3

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

Yeas: Dr. Bienen, Dr. Hines, Ms. Pritzker, Mr. Sierra, Ms. Zopp, and President Vitale – 6

Nays: None

President Vitale thereupon declared Motion 12-0425-MO3 adopted.

12-0425-OP10

**AUTHORIZE THE PUBLIC BUILDING COMMISSION OF CHICAGO TO ACQUIRE
BY CONDEMNATION PROPERTY AT 3930 TO 3940 EAST 105TH STREET
FOR THE CONSTRUCTION OF A NEW SOUTHEAST AREA ELEMENTARY SCHOOL**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

On April 22, 2009, the Board adopted Resolution Number 09-0422-RS24 requesting the Public Building Commission of Chicago ("PBC") acquire for the Chicago Board of Education approximately 3 acres of property on the west side of Indianapolis Boulevard between 104th Street on the north and 105th Street on the south ("Site") for the construction of a new elementary school to relieve overcrowding in the Southeast Area Community. On June 23, 2010, the Board adopted Resolution Number 10-0623-RS31 providing funding to the PBC to acquire the Site for the Southeast Area Elementary School ("Project").

There are eight (8) properties in the Project. The Board previously approved the acquisition of six (6) of the eight (8) properties in the Project. The purpose of this Board Report is to authorize the PBC to acquire by condemnation the seventh (7th) property for \$412,500 and to reimburse the Owner \$80,500 for his moving and relocation costs. The authorization granted herein will automatically rescind in the event the settlement agreement and the final judgment order are not executed and entered within 120 days of this Board Report. Information pertinent to the acquisition is as follows:

OWNER: Vuk Tadic
d/b/a Eastside Window Tinting
3940 East 105th Street
Chicago, Illinois 60617

PROPERTY: 21,784 square foot Site (.50 acre) zoned M-1 Limited Manufacturing/Business District located on the north side of 105th Street west of Indianapolis Boulevard. The subject property is improved with a 4,452 square foot masonry constructed building. The building contains six units including three drive in bays. The six units are: an auto tint shop, auto repair shop, audio stereo shop and three separate offices located on the second floor. The building was constructed in 1977 and is in good condition.

PIN: 26-08-404-027, 028, 029, 030 and 031.

FUTURE USE: For the construction of the new Southeast Area Elementary School.

PURCHASER: Public Building Commission of Chicago for the Chicago Board of Education.

APPRAISALS: For BOE and PBC:
KMD Valuation: \$320,000
Gibbons & Sidhu: \$335,000

For Owner:
MaRous & Company: \$600,000

SETTLEMENT: \$412,500 for the property plus \$80,500 to reimburse the Owner for his moving and relocation costs and expenses in accordance with the Uniform Relocation Act

DUE DILIGENCE: PBC and the Board have performed substantial Phase I and Phase II environmental testing on the Site. No underground storage tanks, hazardous materials or other adverse environmental conditions were found on the Site.

INDEMNIFICATION: Authorize the General Counsel to negotiate and approve an indemnification provision in the Stipulation and Agreed Final Judgment Order as may be necessary

AUTHORIZATION:

1. Authorize the PBC to acquire the Property by condemnation for \$412,500 and to reimburse the Owner \$80,500 for his moving and relocation costs and expenses
2. Authorize the General Counsel or his designee to negotiate and include other relevant terms and conditions in the Stipulation and Final Judgment Order as he deems necessary.
3. Authorize the General Counsel to execute all ancillary documents required to complete the land acquisition.
4. Authorize the Comptroller to issue a check to the PBC for a total of \$493,000 for the acquisition of the Property, including \$80,500 to reimburse the Owner for his moving and relocation costs in accordance with Uniform Relocation Act

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: None. Local School Council is not applicable to this report.

FINANCIAL: Charge to Operations Department: \$493,000
Budget Classification No.: 22631-480-56205-253534-62000-2010
Fiscal Year: 2010
Source of Funds: Capital Improvement

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).

EXHIBIT A

INTEREST TO BE ACQUIRED: FEE SIMPLE

LEGAL DESCRIPTION:

LOTS 23, 24, 25, 26, 27 AND 28 (EXCEPT THAT PART OF LOTS 27 AND 28 AFORESAID) LYING NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE PITTSBURGH, FT WAYNE AND CHICAGO RAILROAD Y TRACKS) IN BLOCK 22 IN IRONWORKERS ADDITION TO SOUTH CHICAGO, IN THE SOUTH FRACTIONAL SECTION ¼ OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NOS.: 26-08-404-027, -028, -029, -030, -031

COMMON ADDRESS: 3930-3940 E. 105TH STREET, CHICAGO, IL

OWNER: VUK TADIC DBA EAST SIDE WINDOW TINTING

President Vitale indicated that if there were no objections, Board Report 12-0425-OP10 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Report 12-0425-OP10 adopted.

12-0425-RS1

**RESOLUTION HONORING BARBARA T. BOWMAN
CHIEF OFFICER, EARLY CHILDHOOD EDUCATION**

WHEREAS, Barbara T. Bowman was appointed Chief Officer for Early Childhood Education of the Chicago Public Schools in 2004 by the Chief Executive Officer, Arne Duncan and has continued in that role for the past eight years;

WHEREAS, Barbara T. Bowman has led the District's preschool programs which annually serve approximately 35,000 children, aged birth to five, each school year;

WHEREAS, Barbara T. Bowman received a Bachelor's Degree from Sarah Lawrence College and a Master's Degree in Education from the University of Chicago;

WHEREAS, Barbara T. Bowman has served the educational needs of Chicago's children for the past 50 years. Since 1963, she has been an advocate for the training of early childhood educators including practitioners serving bilingual students; in 1965 she was a key participant in the development of the ground-breaking Head Start program and went on to co-found in 1966 the Erikson Institute, a graduate school and pioneer organization in teaching of early childhood education and administration;

WHEREAS, Barbara T. Bowman's life's work as champion for early childhood education, child development research and teacher development, has forever changed the landscape of early learning and instructional programming in the city of Chicago and nationwide;

WHEREAS, as the lead early childhood education strategist for the third largest school district in the nation, Barbara T. Bowman has led efforts to: (1) promote teacher's use of intentional instruction methodologies to increase kindergarten readiness, (2) use research data to inform classroom practice, (3) support integrated teacher development through self-selected professional activities, on-site coaching and mentoring, and cohorts of professional learning communities, and (4) promote focused programming for at-risk students;

WHEREAS, under Barbara T. Bowman's leadership the district has garnered over 10 million dollars in grants and research funds designed to develop best practice strategies in early childhood development, has increased the number of low income, at-risk children served in early childhood programs, and has expanded learning opportunities for pre-school children through a variety of program models to suit family needs;

WHEREAS, Barbara T. Bowman has received numerous awards for her life-long commitment to early childhood education including: Harold W. McGraw Jr. Prize in Education, Voices for Illinois' Children Start Early Award, National Black Child Development Institute Leadership Award, the Sargent Shriver Award for Equal Justice, Chicago Association for the Education of Young Children Outstanding Service to Children Award, and the National Head Start Award for Outstanding Contributions;

WHEREAS, Barbara T. Bowman has served on numerous boards that further early childhood development including; the Illinois Early Learning Council, National Board for Professional Teaching Standards, High Scope Educational Foundation, Institute for Psychoanalysis, and the National Association for the Education of Young Children, where she served as president; and

NOW, THEREFORE, BE IT RESOLVED, that we, the President and Members of the Chicago Board of Education, gathered here this 25th day of April, 2012, do hereby extend to Barbara T. Bowman our thanks for her remarkable service and offer our most sincere gratitude for her contributions to the Chicago Public Schools and the children of the City of Chicago; and

BE IT FURTHER RESOLVED, that a suitable copy of this resolution be made available to Barbara T. Bowman.

12-0425-RS2

**RESOLUTION RE: LANE TECH HIGH SCHOOL WINNER
OF THE PUBLIC LEAGUE'S 2011 16-INCH DISTRICT CHAMPIONSHIP**

WHEREAS, Lane Tech High School culminated the 2011 16-Inch season by winning the Chicago Public Schools 16-Inch District Championship on October 26, 2011, at University of Illinois at Chicago; and,

WHEREAS, the members of the 16-Inch softball team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Antoinette Lobosco, Head Coach, George Stavrakas; Athletic Director, Rich Rio; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 25th day of April, 2012, do hereby commend the Lane Tech Indians for the memorable achievement of winning the Public League's 2011 District Championship.

12-0425-RS3

**RESOLUTION RE: LANE TECH SCHOOL WINNERS
OF THE PUBLIC LEAGUE'S 2011 BOYS CROSS COUNTRY DISTRICT CHAMPIONSHIP**

WHEREAS, Lane Tech High School culminated the 2011 Boys cross country season by winning the Chicago Public Schools Boys Cross Country District Championship on October 15, 2011, at Washington Park; and,

WHEREAS, the members of the boys cross country team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Antoinette Lobosco; Head Coach, Kris Roof; Assistant Coach Tony Jones; Athletic Director, Rich Rio; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 25th day of April, 2012, do hereby commend the Lane Tech Indians for the memorable achievement of winning the Public League's 2011 District Championship.

12-0425-RS4

**RESOLUTION RE: LANE TECH HIGH SCHOOL WINNERS
OF THE PUBLIC LEAGUE'S 2011 BOYS WRESTLING DISTRICT CHAMPIONSHIP**

WHEREAS, Lane Tech High School culminated the 2011 wrestling season by winning the Chicago Public Schools Boys Wrestling District Championship on January 29, 2012, at Chicago State University; and, Lane Tech has won back to back City Championships, and,

WHEREAS, the members of the boys wrestling team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Antoinette Lobosco, Head Coach, Mark Miedona, Assistant Coaches, Alec Lininger and Mike Caracci, Athletic Director, Rich Rio; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 25th day of April, 2012, do hereby commend the Lane Tech Indians for the memorable achievement of winning the Public League's 2011 District Championship.

12-0425-RS5

**RESOLUTION RE: LANE TECH SCHOOL WINNERS
OF THE PUBLIC LEAGUE'S 2011 GIRLS CROSS COUNTRY DISTRICT CHAMPIONSHIP**

WHEREAS, Lane Tech High School culminated the 2011 Girls cross country season by winning the Chicago Public Schools Girls Cross Country District Championship on October 15, 2011, at Washington Park; and,

WHEREAS, the members of the girls cross country team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Antoinette Lobosco, Head Coach, Kris Roof, Assistant Coach Tony Jones; Athletic Director, Rich Rio; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 25th day of April, 2012, do hereby commend the Lane Tech Indians for the memorable achievement of winning the Public League's 2011 District Championship.

12-0425-RS6

**RESOLUTION RE: LANE TECH HIGH SCHOOL WINNER
OF THE PUBLIC LEAGUE'S 2011 GIRLS SWIMMING DISTRICT CHAMPIONSHIP**

WHEREAS, Lane Tech High School culminated the 2011 swim season by winning the Chicago Public Schools Girls Swimming District Championship on November 6, 2011, at University of Illinois; and,

WHEREAS, the members of the girls swim team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Antoinette Lobosco, Head Coach, Paul Rummelhoff, Assistant Coach, Jim Cortez; Athletic Director, Rich Rio; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 25th day of April, 2012, do hereby commend the Lane Tech Indians for the memorable achievement of winning the Public League's 2011 District Championship.

12-0425-RS7

**RESOLUTION RE: MATHER HIGH SCHOOL WINNER
OF THE PUBLIC LEAGUE'S 2011 BOYS SOCCER DISTRICT CHAMPIONSHIP**

WHEREAS, Mather High School culminated the 2011 soccer season by winning the Chicago Public Schools Boys Soccer District Championship on October 15, 2012 at University of Chicago Staggs Field; and,

WHEREAS, the members of the boys soccer team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Chris Jones, Head Coach, Branko Cvijovic, Athletic Director, Paul Swiatly; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 25th day of April, 2012, do hereby commend the Mather Rangers for the memorable achievement of winning the Public League's 2011 District Championship.

12-0425-RS8

**RESOLUTION RE: MORGAN PARK HIGH SCHOOL WINNERS
OF THE PUBLIC LEAGUE'S 2011 BOYS BOWLING DISTRICT CHAMPIONSHIP**

WHEREAS, Morgan Park High School culminated the 2011 bowling season by winning the Chicago Public Schools Boys Bowling District Championship on February 1, 2012, at Bluebird Lanes, and,

WHEREAS, the members of the boys bowling team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Everett Edwards; Head Coach, Veodis Pickenpack; Athletic Director, Timothy Gronholm; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 25th day of April 2012, do hereby commend the Morgan Park Mustangs for the memorable achievement of winning the Public League's 2011 District Championship.

12-0425-RS9

**RESOLUTION RE: MORGAN PARK HIGH SCHOOL WINNERS
OF THE PUBLIC LEAGUE'S 2011 GIRLS BOWLING DISTRICT CHAMPIONSHIP**

WHEREAS, Morgan Park High School culminated the 2011 bowling season by winning the Chicago Public Schools Girls Bowling District Championship on February 15, 2012, at Bluebird Lanes, and,

WHEREAS, the members of the girls bowling team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Everett Edwards ; Head Coach, Norm Whitenhill, Athletic Director, Timothy Gronholm; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 25th day of April, 2012, do hereby commend the Morgan Park Lady Mustangs for the memorable achievement of winning the Public League's 2011 District Championship.

12-0425-RS10

**RESOLUTION RE: NORTHSIDE COLLEGE PREPARATORY HIGH SCHOOL WINNERS
OF THE PUBLIC LEAGUE'S 2011 CHESS DISTRICT CHAMPIONSHIP**

WHEREAS, Northside College Prep culminated the 2011 chess season by winning the Chicago Public Schools Chess District Championship on January 27, 2012, at Teachers Math and Science Facility; and,

WHEREAS, the members of the chess team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Mr. Barry Rodgers; Head Coach, Daniel Caldwell, Athletic Director, Andrew Mayer and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 25th day of April, 2012, do hereby commend the Northside College Prep Mustangs for the memorable achievement of winning the Public League's 2011 District Championship.

12-0425-RS11

**RESOLUTION RE: WALTER PAYTON HIGH SCHOOL WINNERS
OF THE PUBLIC LEAGUE'S 2011 GIRLS GOLF DISTRICT CHAMPIONSHIP**

WHEREAS, Walter Payton High School culminated the 2011 golf season by winning the Chicago Public Schools Girls Golf Championship on October 1, 2011, at Jackson Park Golf Course, this is Walter Payton's Fourth District Championship; and,

WHEREAS, the members of the girls golf team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Timothy Devine; Head Coach, Tom Troy; Athletic Director, Arlene Bertoni-Mancine; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 25th day of April, 2012, do hereby commend the Walter Payton Grizzlies for the memorable achievement of winning the Public League's 2011 District Championship.

12-0425-RS12

**RESOLUTION RE: SIMEON HIGH SCHOOL WINNERS
OF THE PUBLIC LEAGUE'S 2011 BOYS BASKETBALL DISTRICT CHAMPIONSHIP**

WHEREAS, Simeon High School culminated the 2011 basketball season by winning the Chicago Public Schools Boys Basketball District Championship on February 17, 2012, at Chicago State University, and, Simeon's Boys Basketball Varsity Team is ranked #1 in the State of Illinois; and,

WHEREAS, the members of the boys basketball team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Sheldon House; Head Coach, Robert Smith; Assistant Coach, Leonard Thomas; Athletic Director, Reginald Brock; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 25th day of April, 2012, do hereby commend the Simeon Wolverines for the memorable achievement of winning the Public League's 2011 District Championship.

12-0425-RS13

**RESOLUTION RE: SIMEON HIGH SCHOOL WINNER
OF THE PUBLIC LEAGUE'S 2011 BOYS FOOTBALL DISTRICT CHAMPIONSHIP**

WHEREAS, Simeon High School culminated the 2011 football season by winning the Chicago Public Schools Boys Football District Championship on November 19, 2011, at Gately Stadium, and,

WHEREAS, the members of the boys football team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Sheldon House; Head Coach, Dante Culbreathe; Assistant Coaches; Christopher Hammond and Kipp Charles; Athletic Director, Reginald Brock; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 25th day of April, 2012, do hereby commend the Simeon Wolverines for the memorable achievement of winning the Public League's 2011 District Championship.

12-0425-RS14

**RESOLUTION RE: WHITNEY YOUNG HIGH SCHOOL WINNERS
OF THE PUBLIC LEAGUE'S 2011 BOYS GOLF DISTRICT CHAMPIONSHIP**

WHEREAS, Whitney Young culminated the 2011 golf season by winning the Chicago Public Schools Boys Golf District Championship on October 1, 2011, at Jackson Park Golf Course; and,

WHEREAS, the members of the boys golf team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Joyce Kenner; Head Coach, Kevin Snider; Athletic Director, Chris Cassidy; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 25th day of April, 2012, do hereby commend the Whitney Young Dolphins for the memorable achievement of winning the Public League's 2011 District Championship.

12-0425-RS15

**RESOLUTION RE: WHITNEY YOUNG HIGH SCHOOL WINNERS
OF THE PUBLIC LEAGUE'S 2011 BOYS DISTRICT SWIMMING CHAMPIONSHIP**

WHEREAS, Whitney Young culminated the 2011 swim season by winning the Chicago Public Schools Boys Swimming District Championship on February 12, 2012 at Whitney Young High School; and,

WHEREAS, the members of the boys swim team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Joyce Kenner; Head Coach, Andrew Parro; Athletic Director, Chris Cassidy; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 25th day of April, 2012, do hereby commend the Whitney Young Dolphins for the memorable achievement of winning the Public League's 2011 District Championship.

12-0425-RS16

**RESOLUTION RE: WHITNEY YOUNG HIGH SCHOOL WINNERS
OF THE PUBLIC LEAGUE'S 2011 GIRLS BASKETBALL DISTRICT CHAMPIONSHIP**

WHEREAS, Whitney Young High School culminated the 2011 Girls basketball season by winning the Chicago Public Schools Girls Basketball Championship on February 4, 2012, at Emil and Patricia Jones Convocation Center, Whitney Young Girls Basketball Team has won 100 consecutive home games; and,

WHEREAS, the members of the girls basketball team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Joyce Kenner; Head Coach, Corry Irvin, and Athletic Director, Christopher Cassidy; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 25th day of May 2012, do hereby commend the Whitney Young Dolphins for the memorable achievement of winning the Public League's 2011 City District Championship.

12-0425-RS17

**RESOLUTION RE: WHITNEY YOUNG HIGH SCHOOL WINNERS
OF THE PUBLIC LEAGUE'S 2011 GIRLS TENNIS DISTRICT CHAMPIONSHIP**

WHEREAS, Whitney Young culminated the 2011 tennis season by winning the Chicago Public Schools Girls Tennis District Championship on October 9, 2011 at Tuley Park and, has won the Girls Tennis Title for three consecutive years; and,

WHEREAS, the members of the girls tennis team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Joyce Kenner; Head Coach, Edward Cruzat; Assistant Coach, Dempsey Willard; Athletic Director, Christopher Cassidy; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 25th day of April, 2012, do hereby commend the Whitney Young Dolphins for the memorable achievement of winning the Public League's 2011 District Championship.

12-0425-RS18

**RESOLUTION RE: WHITNEY YOUNG HIGH SCHOOL WINNERS
OF THE PUBLIC LEAGUE'S 2011 GIRLS VOLLEYBALL DISTRICT CHAMPIONSHIP**

WHEREAS, Whitney Young culminated the 2011 girls volleyball season by winning the Chicago Public Schools Girls Volleyball District Championship on October 15, 2011, at University of Illinois at Chicago; and,

WHEREAS, the members of the girls volleyball team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Joyce Kenner; Head Coach, Jamie Walters; Athletic Director, Chris Cassidy; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 25th day of April 2012, do hereby commend the Whitney Young Dolphins for the memorable achievement of winning the Public League's 2011 District Championship.

President Vitale thereupon declared Board Reports 12-0425-RS1 through 12-0425-RS18 accepted.

12-0425-RS19

**RESOLUTION APPROVING THE APPOINTMENT OF TWO BOARD OF DIRECTORS
TO THE CHILDREN'S FIRST FUND: CHICAGO PUBLIC SCHOOLS FOUNDATION**

WHEREAS, the Children's First Fund: Chicago Public Schools Foundation ("Children's First Fund") is a not-for-profit corporation established to support and benefit the Chicago Public Schools and to increase community, foundation and civic support for the Chicago Public Schools;

WHEREAS, the by-laws of the Children's First Fund specify that their Board of Directors shall consist of five to nine members, of which, two directors may be appointed by the Chicago Board of Education, and

WHEREAS, the Chicago Board of Education wishes to appoint two individuals to serve on the Board of Directors of the Children's First Fund.

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

1. Gene Saffold and Clare Muñana are hereby appointed to serve on the Board of Directors of the Children's First Fund.
2. The appointments of each individual made herein shall take effect immediately and shall remain in effect until the Chicago Board of Education appoints a replacement.

12-0425-RS20

**RESOLUTION AUTHORIZING PAYMENT TO VARIOUS HOSPITALS FOR
EDUCATION SERVICES PROVIDED TO HOSPITALIZED CPS STUDENTS**

WHEREAS, when a Chicago Public School ("CPS") student is hospitalized during the school year, the Illinois School Code requires CPS to continue providing education services during the student's hospitalization subject to certain eligibility criteria (105 ILCS 5/14-13.01);

WHEREAS, the District furnishes education services to hospitalized CPS students primarily through CPS teachers assigned to various hospitals and treatment centers located throughout the city of Chicago.

WHEREAS, in the event an eligible CPS student is hospitalized at a facility located outside the city of Chicago, the District must reimburse the hospital, treatment center or the school district in which the hospital or treatment center is located for the provision of education services to a CPS student;

WHEREAS, in the event a student from another school district is hospitalized at a facility located within the city of Chicago and served by a CPS teacher, the outside district must reimburse the Chicago Public Schools for the provision of education services to their student;

WHEREAS, the Board wishes to authorize payments to various hospitals, treatment centers and school districts for the provision of education services to eligible CPS students during hospitalization and also to authorize billing to various Public School Districts for the cost of education services provided by the Chicago Public Schools to non-CPS students.

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

1. The Chief Education Officer, or designee, in collaboration with the Chief Administrative Officer, or designee, are authorized to meet with Illinois hospitals, treatment centers and school districts to determine the appropriate provision of education services to hospitalized students and establish related service rates.
2. The Chief Education Officer and the Chief Administrative Officer, or their designees, shall ensure, subject to appropriations, the payment of costs related to the provision of education services to eligible hospitalized CPS students and the billing to other Public School Districts for provision of hospital-based education services by CPS to non-CPS students.
3. After approval by the Chief Education Officer and the Chief Administrative Officer, or their designees, the Chief Education Officer or designee is authorized to make payments to various hospitals, treatment centers and other public school districts for costs associated with the provision of education services to hospitalized CPS students and the Chief Financial Officer is authorized to bill other public school districts for education services provided by CPS to hospitalized non-CPS students.
4. This Resolution is effective beginning with bills received or generated in Fiscal Year 2013 for hospitalized student education services and shall remain in effect until amended or rescinded by further Board action.

12-0425-RS21

**RESOLUTION
REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE THE BELL
ADDITION 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 Board hereby authorizes an aggregate amount not-to-exceed \$10,428,988 of which \$428,988 shall fund furniture, fixtures and equipment and \$10,000,000 shall fund the portion of the Project to be undertaken by the PBC.

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

1. The PBC is hereby requested to complete the design and then to construct an addition at Alexander Graham Bell Elementary School 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. This Project is not part of the Modern Schools Across Chicago Program. This project will be funded through the Illinois Capital Development Board School Construction Program authorized in 2010. The total cost of the Project to be undertaken by the PBC shall not exceed \$10,000,000. This dollar amount is necessary to cover all project costs, including environmental, site preparation, construction, contingency, architecture fees and management fees.
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.

12-0425-RS22

**RESOLUTION AUTHORIZING DIVISION OF PROCEEDS FROM TELECOMMUNICATIONS VENDORS
FOR INSTALLATION AND MAINTENANCE OF CELLULAR TOWERS AND EQUIPMENT**

WHEREAS, the Board of Education of the City of Chicago ("Board") has entered into various telecommunications licenses with various telecommunications vendors ("Telecommunications License(s)") for the purpose of allowing installation and maintenance of cellular towers and related equipment on certain Board buildings (hereinafter referred to as "Affected Board Building(s)"). All references to "Board Building(s)" shall be deemed to mean any and all Board owned buildings. The Board intends to enter into more Telecommunications Licenses to allow telecommunications vendors to install and maintain cellular towers and related equipment on other Board Buildings; and

WHEREAS, the Telecommunications Licenses provide for both an annual fee and certain administrative fees ("Administration Fee(s)") to be paid by each vendor; currently such annual fees generated pursuant to the Telecommunications Licenses are school based and revenues are deposited into the internal accounts of the schools located in any such Board Building ("Annual Fee(s)"). The Annual Fee may be used at the discretion of the school principal for educational programming;

WHEREAS, the Department of Real Estate of the Board incurs any and all costs associated with drafting, negotiation and administration of the Telecommunications Licenses, and is entitled to receive all Administration Fees paid by the telecommunication vendors (pursuant to Amended Board Report 11-1116-OP1); and

WHEREAS, the Board desires that the Annual Fees be divided in half so that any charter school(s) that occupy Affected Board Buildings receive fifty percent (50%) of such Annual Fees subject to the Telecommunications Licenses.

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

1. Subject to the conditions listed below, the Chief Financial Officer is authorized to remit the Annual Fees as follows:
 - a. If the Affected Board Building is occupied only by a CPS school, such school shall receive 100% of the Annual Fee;
 - b. If the Affected Board Building is occupied by multiple CPS schools, such schools shall share the Annual Fee equally;
 - c. If the Affected Board Building is occupied by both CPS and charter schools:
 - i. 50% shall be distributed to the CPS school(s) (if more than one CPS school occupies the Affected Board Building, all such CPS schools shall share equally in the 50% share of the Annual Fee); and
 - ii. 50% shall be distributed to the charter school(s) (if more than one charter school occupies the Affected Board Building, all such charter schools shall share equally in the 50% share of the Annual Fee);
 - d. If the Affected Board Building is occupied only by a charter school or schools, 50% shall be distributed to such charter school(s) (if more than one charter school occupies the Affected Board Building, all charter schools shall share equally in the 50% share of the Annual Fee); and the remaining 50% shall be paid to the Board
2. Each charter school may use its share of the Annual Fee at its discretion.
3. Each CPS school may use its share of the Annual Fee at the principal's discretion for educational programming.
4. This Resolution shall be effective immediately upon its adoption and shall be effective until amended or rescinded by further Board action.

President Vitale indicated that if there were no objections, Board Reports 12-0425-RS19 through 12-0425-RS22 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0425-RS19 through 12-0425-RS22 adopted.

12-0425-PO1

AMEND BOARD REPORT 09-1216-PO1
AMEND BOARD REPORT 08-0123-PO4
COMPREHENSIVE NON-DISCRIMINATION,
TITLE IX AND SEXUAL HARASSMENT POLICY

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board amend Board Report 09-1216-PO1 Comprehensive Non-Discrimination, Title IX and Sexual Harassment Policy.

PURPOSE: The Board recognizes that the goal of eliminating all forms of unlawful discrimination, sexual harassment and retaliation in the workplace and attendance centers will create a better work and learning environment for Board employees and students. This policy establishes procedures for the reporting, investigation and resolution of complaints of sexual harassment, discrimination and retaliation occurring in the Chicago Public Schools (CPS) as well as any of its administrative offices. This policy also establishes procedures to investigate claims of discrimination based on gender pursuant to Title IX of the Education Amendments of 1972. Requests for accommodations for disabilities are not covered under this policy, rather are handled under the Board's Americans with Disabilities Act and 504 Policy on Compliance with the Americans with Disability Act.

POLICY TEXT:

I. REPORTING

Individuals may make an oral or written complaint of discrimination, sexual harassment, or retaliation if they:

- believe they are the subject of discrimination, sexual harassment, or retaliation;
- have knowledge of discriminatory or sexual harassment conduct, or retaliation; or
- believe that they have been retaliated against for making a good faith complaint or report of sexual harassment, discrimination, or for participating or aiding in an investigation of such complaints.

To report suspected acts of sexual harassment, discrimination or retaliation or to request general information regarding this policy, contact the Equal Opportunity Compliance Office Administrator Manager (EOCO Administrator Manager) at 125 South Clark, Suite 1100, Chicago, Illinois 60603, (773) 553-1013 553-5499. Specific reporting procedures are found in Section IV herein. The EOCO Manager or designee shall investigate allegations of sexual harassment, allegations of discrimination and allegations of retaliation as later described in this policy.

II. GENERAL PROVISIONS

A. Work and Learning Environment: It is the policy of the Board of Education of the City of Chicago, ("Board") to maintain a work and learning environment in which all individuals are treated with dignity and respect. Each employee and student shall enjoy the right to work and learn in an environment that is free of discrimination, sexual harassment or retaliation. No person shall be required to endure discrimination, sexual harassment or retaliation as a condition of employment or in pursuit of academic endeavors. Unlawful discrimination, sexual harassment and retaliation will not be tolerated regardless of whether it takes place in the Board's administrative offices, its attendance centers, during work-related assignments outside of administrative offices or attendance centers, during school-related or work-related extracurricular functions or during work-related social functions.

B. Covered Individuals: No employee, student, contractor, consultant, vendor, or volunteer (collectively referred to as "covered individuals") shall engage in any conduct that unlawfully discriminates, sexually harasses or retaliates against another while employed, working for, attending school or participating in district endeavors.

C. Scope: This policy covers all phases of employment, and academic status, including, but not limited to recruitment, educational testing, hiring, upgrading, promotions, demotions, transfers, layoffs, termination, suspensions, expulsions, rates of pay, benefits, and the selection for training. This policy also covers allegations by persons seeking or receiving Board services as described herein.

D. Limitations: Nothing in this policy is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this policy shall be construed to create contractual or other rights or expectations. Nothing herein is intended to affect the right of any person to make a charge of discrimination, retaliation or sexual harassment at any agency with jurisdiction over such claims.

E. Guidelines: The EOCO Administrator Manager shall establish guidelines which include procedures necessary to implement the requirements of this policy and shall make them available to interested persons. Guidelines shall include complaint forms which must be signed by the complainant, timelines for initiation and completion of an investigation, the creation and maintenance of a record-keeping system for all complaints, investigations, findings, and action(s) taken. The procedures shall ensure that the EOCO's records pertaining to its investigations will, to the extent possible, be kept confidential and that employees and students are afforded their rights provided for under Title IX of the Education Amendments of 1972.

III. CONDUCT PROHIBITED

A. Discrimination:

1. *Definition* - As used in this policy, discrimination means unlawful discrimination on the basis of any classifications protected by the Constitution of the United States, the Constitution of the State of Illinois and applicable federal, state or local laws or ordinances, including but not limited to discrimination on the basis of race, color, sex, gender identity/expression, age, religion, disability, national origin or sexual orientation or maintaining facially neutral policies, practices, or requirements that have a negative effect on employment or academic opportunities of protected groups without a legitimate nondiscriminatory reason. Acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex, but not involving conduct of a sexual nature, may constitute a form of sex discrimination.

2. *Conduct Prohibited* - Discrimination is prohibited when making employment-related decisions, including but not limited to decisions relating to recruitment, hiring, promotion, transfers, benefits and any other terms and conditions of employment. Education-related programs and activities, including but not limited to admissions, financial aid, academic programs and extracurricular activities, will be administered without regard to the student's or applicant's race, color, national origin, sex, gender identity/expression, sexual orientation, age, religion or disability.

3. *Reporting* - The procedures for reporting claims of discrimination are set out in Section IV of this policy.

B. Sexual Harassment:

1. *Definition* - As used in this policy, sexual harassment means any un-welcomed sexual advance or request for sexual favors or conduct of a sexual nature:

(i) when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or participation in an education program or activity or receipt of Board services,

(ii) when submission to or rejection of such conduct by an individual is used as the basis of any employment, educational or service decision affecting the individual; or

(iii) when such conduct has the purpose or effect of substantially interfering with the work performance of an employee, a student's ability to participate in or benefit from an education program or activity or creating an intimidating, hostile or offensive work or learning environment.

2. *Conduct Prohibited* - Covered individuals shall not sexually harass another while employed, working for, attending or participating in district endeavors. There is a broad range of conduct which can, in certain circumstances, be considered a violation of this policy. This may include, but is not limited to sexually suggestive or offensive remarks; sexually suggestive pictures; sexually suggestive gesturing; verbal harassment or abuse of a sexual nature; harassing, abusive or sexually suggestive or offensive messages sent by e-mail or other electronic medium; subtle or direct propositions for sexual favors, and touching, patting, or pinching. Sexual harassment may be directed against a particular person or persons, or a group, whether of the opposite sex or the same sex.

3. *Reporting* - The procedures for reporting claims of sexual harassment are set out in Section IV of this policy.

C. *Non-Fraternization*: No employee shall engage in or maintain a romantic relationship with another employee that they manage, supervise or may control or influence the supervision, evaluation or compensation of the other. Employees who become involved in such a relationship must communicate this fact to their principal or department head. The principal or department head will confer with the EOCO Administrator Manager to evaluate and determine an appropriate resolution in compliance with this policy. One or both employees may have to seek other employment, as the Board is under no obligation to reassign one or both employees. Romantic relationships between Board employees where there is no supervisory affiliation are not prohibited by this policy. Conflicts of interest involving a Board employee and their spouse, domestic partner or relative(s) are addressed in the Board's Ethics Policy.

D. *Conduct with Students*: Romantic or sexual conduct between school employees, contractors, consultants, vendors or volunteers and Chicago Public School students is strictly prohibited. For purposes of this policy, such conduct includes but is not limited to, physical contact of a sexual nature or use of sexually suggestive, offensive or inappropriate remarks. Any person with knowledge of an improper relationship between a student and a school employee, contractor, consultant, vendor or volunteer must immediately report the conduct to the Law Department. In such instances, employees shall also complete the mandatory reporting requirements identified for suspected child abuse/neglect by school personnel set out in the Board's Policy on Reporting Child Abuse and Neglect.

E. *Retaliation*: Retaliation against any person for having made a complaint or report of discrimination or sexual harassment, or participating or aiding in an investigation of discrimination or sexual harassment, is strictly prohibited. Any person who believes that he or she has been subjected to retaliation should report the retaliatory conduct to the EOCO Administrator Manager. Acts of retaliation shall subject an employee to discipline up to and including dismissal.

IV. REPORTING PROCEDURES

A. *Timely Reporting*: Complaints of discrimination, sexual harassment, retaliation or other violations of this policy shall be made within 90 calendar days of the discrimination, sexual harassment or retaliation complained of. The 90 calendar day reporting requirement shall be strictly applied, except when the EOCO Administrator Manager determines, in his/her discretion that extraordinary circumstances exist and authorizes a waiver of the 90 day reporting requirement.

Nothing in this policy prevents anyone from submitting a report of discrimination, sexual harassment, retaliation or non-compliance with this policy of which they have witnessed or have knowledge of.

B. Complaints by Students:

1. *General* - A student, or a parent/guardian on the student's behalf, may make a complaint of discrimination, sexual harassment or retaliation to the school principal, assistant principal or EOCO Administrator Manager. If the student alleges that an employee, contractor or vendor has discriminated against, retaliated against or sexually harassed him or her, the EOCO Administrator Manager, school principal or assistant principal shall refer the matter to Law Department for investigation. If a student, or a parent/guardian on behalf of a student complains to the school principal or assistant principal, that another student has discriminated against, retaliated against or sexually harassed him or her, the school principal or assistant principal shall investigate the matter and, if the complaint is substantiated, commence appropriate disciplinary action against the offending student in accordance with the Student Code of Conduct.

If a student, or their parent/guardian on the student's behalf, complains to the EOCO that another student has discriminated against, retaliated against or sexually harassed him or her, the EOCO shall investigate the matter. If the EOCO substantiates the complaint, the EOCO Administrator Manager will submit an investigation report to the Law Department for referral to the offending student's principal who will consult with the Law Department about appropriate disciplinary action.

If a student, parent or guardian making the complaint to the school principal or assistant principal feels the intervention or consequence rendered by the school principal or assistant principal is insufficient to address the discrimination, sexual harassment or retaliation, he or she may appeal the matter within 15 calendar days to the EOCO Administrator Manager. The EOCO Administrator Manager shall render a final determination in accordance with the timeline and procedures set out in the Guidelines to this policy. If the EOCO determines the intervention or consequence rendered at the school level is insufficient, the EOCO Administrator Manager will submit an investigation report to the Law Department.

The EOCO Administrator Manager shall also ensure that the affected students are afforded their rights provided for under Title IX of the Education Amendments of 1972.

2. Disability Discrimination Complaints By Students - Notwithstanding the procedures cited above, a student, or a parent/guardian on the student's behalf, making a complaint of disability discrimination by another student or by an employee, contractor or vendor, shall report their complaint in accordance with the Board's Combined Americans With Disabilities Act and 504 Policy (the "504 Policy") (See Section IV.C.1.). Under the 504 Policy, student complaints of disability discrimination should be submitted to: a) the principal or 504/ADA Coordinator of the student's assigned school or the school conducting the program or activity being complained about; or b) the central office department head of the applicable office conducting the program or activity being complained about; or c) the Office of Special Education and Supports Office of Dispute Resolution. Principals, 504/ADA Coordinators and department heads must send all written complaints of this nature to the Office of Dispute Resolution within 3 days of receiving the complaint.

No complaint based on disability status may be denied on the basis of being submitted to the incorrect District office. In such a case, the recipient must promptly refer the action to the Office of Dispute Resolution, and any submission deadlines will be extended to compensate for time lost due to the error in submission.

C. Complaints by Employees, Contractors, Consultants, Vendors and Volunteers: For employees, contractors, consultants, vendors and volunteers complaints of discrimination, sexual harassment or retaliation shall be made to any of the following persons:

1. The Principal of the school that the Complainant works in;
2. The department head of the Complainant's office, or if the Complainant is a consultant/vendor/contractor, the department head of the hiring department; or
3. The EOCO Administrator Manager or designee.

Any school principal or department head receiving an oral or written complaint alleging discrimination, sexual harassment or retaliation by an employee, contractor, consultant, vendor, volunteer shall handle the complaint in accordance with Sections IV. E. and F. below.

D. Complaints by Members of the Public: Any member of the public who is aware of a violation of this policy or believes that he or she has been subjected to discrimination, sexual harassment or retaliation by a Board employee, contractor, consultant, vendor or volunteer may submit a complaint to any of the following persons:

1. The Principal of the applicable school;
2. The department head of the applicable office; or
3. The EOCO Administrator Manager or designee.

Any school principal or department head receiving an oral or written complaint alleging discrimination, sexual harassment or retaliation by an employee, contractor, consultant, vendor, volunteer shall handle the complaint in accordance with Sections IV. E. and F. below.

E. Supervisor Handling, Confirmation and Reporting: Any school principal or department head receiving an oral or written complaint alleging discrimination, sexual harassment or retaliation by an employee, contractor, consultant, vendor, volunteer must refer it to the EOCO's Administrator Manager or designee for handling within three (3) business days following receipt or knowledge of the allegations. If the allegation from the Complainant is in writing, that document must be submitted to the EOCO. If the complaint is oral, the party receiving the complaint must summarize the allegation in writing and submit it to the EOCO. The principal or department head must submit the written allegation to the EOCO Administrator Manager in a manner that ensures the integrity and confidentiality of the contents. For example, if the principal or department head elects to send the allegations/summary findings via facsimile, email or U.S. Mail, they should mark the findings, "Confidential," and send the allegations/summary findings to the EOCO Administrator Manager and not to the parties involved, or any other third parties. Upon receipt of the written allegations from the principal or department head, the EOCO Administrator Manager or its designee will contact the Complainant to open a formal complaint.

F. School/Department's Involvement: No school-based or department-based investigation or discipline may be initiated or imposed regarding allegations of discrimination, sexual harassment or retaliation by an employee, contractor, consultant, vendor, volunteer until the EOCO Administrator Manager or the Law Department has investigated the matter and made a determination. If the EOCO Administrator Manager unsubstantiates a claim, nothing in this policy prevents:

1. the supervisor from disciplining an employee for an Act of Misconduct under the Employee Discipline and Due Process Policy other than for those Acts covering discrimination, harassment or retaliation; or

2. the principal from relinquishing a volunteer's authorization to serve; or
3. the Board from subjecting a contractor, consultant or vendor to remedies of law or remedies pursuant to their contract.

V. EOCO RESPONSES TO COMPLAINTS

A. Information and Advice: Covered individuals and members of the public may contact the EOCO to seek advice, information or counseling on matters related to discrimination, sexual harassment and retaliation, and options available under this policy.

B. Formal Complaint:

1. *Signed Complaint* - When an individual seeks resolution of a discrimination, sexual harassment or retaliation complaint, the EOCO will request a signed complaint from the Complainant. The EOCO will attempt to contact the Complainant within fifteen calendar days after receiving notice of the complaint to obtain the identity of witnesses and any other evidence the Complainant chooses to submit. The EOCO ~~Administrator~~ Manager will inform the Complainant that if the complaint is sustained and the Board seeks to discipline the Respondent, that the Complainant may be called to testify at subsequent disciplinary or other court proceedings.

2. *Exception* - The EOCO ~~Administrator~~ Manager may act on allegations of discrimination, sexual harassment, retaliation or other violations of this policy even if there is no signed complaint or a Complainant chooses not to pursue the matter.

3. *Investigation* - After receipt of a signed complaint, the EOCO ~~Administrator~~ Manager or designee will commence an investigation within fifteen calendar days after contacting the Complainant. At the conclusion of the investigation, the EOCO Manager will prepare and issue a summary report containing a synopsis of the evidence and findings. Both the Complainant and the Respondent will receive notification of the investigation outcome and determination.

4. *Disciplinary Determination* - In cases where the EOCO substantiates the allegations, the EOCO ~~Administrator~~ Manager will submit an investigation report to the Law Department for referral to the offending employee's supervisor who will consult with the Law Department about appropriate disciplinary action.

5. *Amended and Additional Complaints* - Nothing herein prevents a Complainant from amending a complaint to include new allegations, or from submitting multiple complaints on unrelated incidents.

VI. VIOLATIONS AND DISCIPLINE

A. Violations: It is a violation of this policy for:

1. Any covered individuals to engage in unlawful ~~illegal~~ discrimination, sexual harassment or retaliation.
2. Any principal, assistant principal or department head to fail to abide by the reporting and other obligations identified in this policy;
3. Any principal, assistant principal or department head to intentionally ignore sexually harassing conduct, unlawful discriminatory conduct or retaliation by a covered individual that occurs in their presence, by failing to report that conduct. Discipline may be imposed in instances where a principal, assistant principal or department head ignores such conduct even when the alleged victim does not complain about the observed conduct;
4. Any principal, assistant principal or department head to fail to fulfill their duties and responsibilities as described in this policy;
5. Any Board employee to intentionally ignore sexually harassing conduct or unlawful discriminatory conduct by a Board employee, contractor, consultant, vendor or volunteer towards a student that occurs in their presence, by failing to report that conduct. Discipline may be imposed in this instance regardless of whether or not the student complains about the conduct; and
6. Any covered individual to bring allegations in bad faith, and which the EOCO ~~Administrator~~ Manager or its designee finds to be false.

B. Discipline: Employees and students who violate this policy are subject to disciplinary action. Contractors, consultants or vendors who violate this policy are subject to remedies of law or remedies pursuant to their contract. Volunteers who violate this policy are subject to the relinquishment of their authorization.

VII. NOTICE

Upon adoption of this policy, all new employees shall receive information on this policy at the date of hire. Each school shall maintain copies of this policy in its Main Office and annually the Principal shall advise each employee (full or part-time), student, contractor, consultant and volunteer who attends/works for/provides services to their school about this policy. ~~Network Chiefs~~ Chief Area Officers and Department Heads shall maintain a copy of this policy in their offices and annually shall advise each employee or consultant/contractor they supervise about this policy. A poster informing covered individuals regarding prohibited discrimination, sexual harassment and retaliation will be posted in a prominent location at all schools, Network area offices and in each Central Office department site.

VIII. PUBLICATIONS

Beginning March 1, 2010, the following statement will be used in any and all new publications directed to students, parents, employees or applicants: "It is the policy of the Board to prohibit unlawful discrimination on the basis of any classifications protected by the Constitution of the United States, the Constitution of the State of Illinois and applicable federal, state or local laws or ordinances, including but not limited to discrimination on the basis of race, color, sex, gender identity/expression, age, religion, disability, national origin or sexual orientation."

The following paragraph will also be included in publications directed to parents and students: "Inquiries concerning the application of Title IX of the Education Amendments of 1972 and related regulations concerning sex discrimination should be referred to the CPS Equal Opportunity Compliance Office."

For purposes of this section, publication refers to handbooks, catalogs, manuals, applications and other similar published materials.

IX. EDUCATION, TRAINING AND PREVENTION

The EOCO ~~Administrator Manager~~ or designee will conduct training or arrange for training to be provided on this policy and related legal developments to principals, ~~Network Chiefs~~ ~~Chief Area Officers~~, Chief Officers and Department Heads.

LEGAL REFERENCES: 20 U.S.C. §1681 et seq.; 29 U.S.C. §764; 42 U.S.C. §1981; 42 U.S.C. §2000e et seq; 42 U.S.C. §12101; 775 ILCS 5/7A-102; 29 U.S.C. §764; 42 U.S.C. §1981; 42 U.S.C. §2000e et seq; 42 U.S.C. §12101; 775 ILCS 5/7A-102.

President Vitale indicated that if there were no objections, Board Report 12-0425-PO1 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Report 12-0425-PO1 adopted.

12-0425-CO1

COMMUNICATION RE: LOCATION OF BOARD MEETING OF MAY 23, 2012

David J. Vitale President, and
Members of the Board of Education

Henry S. Bienen
Dr. Mahalia A. Hines
Penny Pritzker
Jesse H. Ruiz
Rodrigo A. Sierra
Andrea L. Zopp

This is to advise that the regular meeting of the Board of Education scheduled for Wednesday, May 23, 2012 will be held at:

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

Registration for Public Participation will be held between the hours of 8:00 a.m. and 9:00 a.m. on the 1st Floor of the Clark Street Lobby. The Board Meeting will begin at 10:30 a.m. The Public Participation segment of the meeting will begin immediately following the CEO Report and proceed for two hours.

12-0425-EX1*

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 March. All transfers are budget neutral. A brief explanation of each transfer is provided below:

1. Transfer for Language & Cultural Education - Citywide

Rationale: Citywide PAC Activities. Related to transfer request from Jennifer Reed on 2/29/2012

Transfer From:	Unit	Language & Cultural Education - Citywide	11540
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Services - Professional & Technical	54125
	Program	Indian Esaa-Instr	119030
	Grant	Indian Elem/Sec. Assistance Prog.	547516
Transfer to:	Unit	Language & Cultural Education - Citywide	11540
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Commodities - Food Supplies	53205
	Program	Indian Esaa-Instr	119030
	Grant	Indian Elem/Sec. Assistance Prog.	547516
Amount:			\$1,000.00

2. Transfer for Citywide Early College and Career

Rationale: Finance Academy transportation(OMB#115271).

Transfer From:	Unit	Citywide Early College and Career	13727
	Fund	General Education Fund	115
	Account	Property - Equipment	55005
	Program	Finance Academy	149003
	Grant	Ed Plan-College Excel	000389
Transfer to:	Unit	Citywide Early College and Career	13727
	Fund	General Education Fund	115
	Account	Pupil Transportation	54210
	Program	Finance Academy	149003
	Grant	Ed Plan-College Excel	000389
Amount:			\$1,000.00

3. Transfer from Citywide - Office of Teaching & Learning to Citywide Youth Development and Positive Behavior Support

Rationale: Transfer of funds to the correct unit. CEDO reorg.

Transfer From:	Unit	Citywide - Office of Teaching & Learning	10830
	Fund	School Special Income Fund	124
	Account	Travel Expense	54205
	Program	Service Learning	390003
	Grant	Citywide Miscellaneous	904003
Transfer to:	Unit	Citywide Youth Development and Positive Behavior Supports	10898
	Fund	School Special Income Fund	124
	Account	Travel Expense	54205
	Program	Service Learning	390003
	Grant	Citywide Miscellaneous	904003
Amount:			\$1,000.00

4. Transfer from Sports and Driver Education to Youth Development and Positive Behavior Supports

Rationale: This is the new unit. CEDO Reorg (OMB#115351)

Transfer From:	Unit	Sports and Driver Education	13735
	Fund	School Special Income Fund	124
	Account	Commodities - Food Supplies	53205
	Program	Extra Curr Actvities-Boys/Girls	150005
	Grant	Citywide Miscellaneous	904003
Transfer to:	Unit	Youth Development and Positive Behavior Supports	10895
	Fund	School Special Income Fund	124
	Account	Commodities - Food Supplies	53205
	Program	Extra Curr Actvities-Boys/Girls	150005
	Grant	Citywide Miscellaneous	904003

Amount: \$1,000.00

5. Transfer from Youth Development and Positive Behavior Supports to King Selective Enrollment HS

Rationale: MS T4 Conference "A" King College Prep

Transfer From:	Unit	Youth Development and Positive Behavior Supports	10895
	Fund	General Education Fund	115
	Account	Miscellaneous Charges	57940
	Program	Debate-Critical Thinking	111016
	Grant	Default Value	000000
Transfer to:	Unit	King Selective Enrollment HS	46371
	Fund	General Education Fund	115
	Account	Miscellaneous Charges	57940
	Program	Debate-Critical Thinking	111016
	Grant	Default Value	000000

Amount: \$1,000.00

602. Transfer from Citywide Capital/Operations to Philip Rogers School

Rationale: Funds Transfer From Award# 2012-483-00-10 To Project# 2012-25141-MCR ; Change Reason : NA.

Transfer From:	Unit	Citywide Capital/Operations	12150
	Fund	Anticipated FY12 Tax Exempt Bonds	483
	Account	Capitalized Construction	56310
	Program	Masonry/Windows	009551
	Grant	Default Value	000000
Transfer to:	Unit	Philip Rogers School	25141
	Fund	Anticipated FY12 Tax Exempt Bonds	483
	Account	Capitalized Construction	56310
	Program	Renovations	253508
	Grant	Default Value	000000

Amount: \$5,201,460.00

603. Transfer from Citywide Capital/Operations to Arthur Dixon School

Rationale: Funds Transfer From Award# 2012-483-00-12 To Project# 2012-22971-BLR ; Change Reason : NA.

Transfer From:	Unit	Citywide Capital/Operations	12150
	Fund	Anticipated FY12 Tax Exempt Bonds	483
	Account	Capitalized Construction	56310
	Program	Boiler/Mechanical	009559
	Grant	Default Value	000000
Transfer to:	Unit	Arthur Dixon School	22971
	Fund	Anticipated FY12 Tax Exempt Bonds	483
	Account	Capitalized Construction	56310
	Program	Boiler/Mechanical	009559
	Grant	Default Value	000000

Amount: \$5,536,935.00

604. Transfer from Citywide Capital/Operations to Ronald H Brown Community Academy

Rationale: Funds Transfer From Award# 2012-483-00-11 To Project# 2012-24631-SIP ; Change Reason : NA.

Transfer From:	Unit	Citywide Capital/Operations	12150
	Fund	Anticipated FY12 Tax Exempt Bonds	483
	Account	Capitalized Construction	56310
	Program	Renovations	253508
	Grant	Default Value	000000
Transfer to:	Unit	Ronald H Brown Community Academy	24631
	Fund	Anticipated FY12 Tax Exempt Bonds	483
	Account	Capitalized Construction	56310
	Program	Renovations	253508
	Grant	Default Value	000000
Amount:			\$8,812,556.00

605. Transfer from Citywide Capital/Operations to Luther Burbank School

Rationale: Funds Transfer From Award# 2012-483-00-11 To Project# 2012-22401-SIP ; Change Reason : NA.

Transfer From:	Unit	Citywide Capital/Operations	12150
	Fund	Anticipated FY12 Tax Exempt Bonds	483
	Account	Capitalized Construction	56310
	Program	Renovations	253508
	Grant	Default Value	000000
Transfer to:	Unit	Luther Burbank School	22401
	Fund	Anticipated FY12 Tax Exempt Bonds	483
	Account	Capitalized Construction	56310
	Program	Renovations	253508
	Grant	Default Value	000000
Amount:			\$10,372,781.00

606. Transfer from Citywide Capital/Operations to Morgan Park High School

Rationale: Funds Transfer From Award# 2012-483-00-11 To Project# 2012-46251-SIP ; Change Reason : NA.

Transfer From:	Unit	Citywide Capital/Operations	12150
	Fund	Anticipated FY12 Tax Exempt Bonds	483
	Account	Capitalized Construction	56310
	Program	Renovations	253508
	Grant	Default Value	000000
Transfer to:	Unit	Morgan Park High School	46251
	Fund	Anticipated FY12 Tax Exempt Bonds	483
	Account	Capitalized Construction	56310
	Program	Renovations	253508
	Grant	Default Value	000000
Amount:			\$21,101,910.00

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

12-0425-EX2

AUTHORIZATION TO ACCEPT GRANT FUNDS FROM THE ILLINOIS STATE BOARD OF EDUCATION SCHOOL MAINTENANCE PROGRAM

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the acceptance of grant funds for specific school maintenance projects. The Illinois State Board of Education is making up to \$10,000,000 available to Chicago Public Schools as part of its School Maintenance Grant Program. CPS will receive 20% of the amount raised by the State of Illinois. The dollar-for-dollar state matching grant program provides up to \$50,000 in matching funds for each project related the maintenance or upkeep of buildings or structures for educational purposes. Chicago Public Schools is required to provide local matching funds in an amount equal to the grant. Information pertinent to the grant program is as follows:

GRANTOR: Illinois State Board of Education
100 N. 1st Street
Springfield, IL 62777

DESCRIPTION: The Projects are described in the attached Exhibit A. Project must be on the attached Exhibit A to be eligible for the grant.

PURPOSE/USE: The Grant funds can be used for the maintenance or upkeep of buildings or structures for educational purposes. All grant funds must be expended or obligated within two years of the award by the State. Projects on the attached Exhibit A will be undertaken based on the amount of funding provided by the State.

AUTHORIZATION: Authorize the President and Secretary to execute such other documents as are necessary for the purpose of accepting the grant funds.

AFFIRMATIVE ACTION: Exempt.

LCS REVIEW: Local School Council review is not applicable to this report.

FINANCIAL: Matching Grant Funds Charge to Operations: \$10,000,000

Various school units in grant value 392503

Fiscal Year: 2012-2013
Source of Funds: General Education Fund
Capital Improvement

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).

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A

STATE SCHOOL MAINTENANCE PROGRAM GRANTS - PROJECT LIST

PROJECT NAME	ADDRESS	CITY	STATE	ZIP	DESCRIPTION OF WORK	PRIORITY	MAINTENANCE CODE	UNITS OF MEASURE	EST. COST	EST. MAINT. START DATE	EST. MAINT. END DATE	Capital or Operational
1 Fiske	6145 S. Ingleside Ave.	23221	ES	O'Neal	Asphalt Replacement	Emergency	Asphalt	SQ.FT.	1700	\$ 100,000.00	Date after July 1	Within 2 years
2 Addams	10810 South Avenue M	22021	ES	Jones	Replace lexan with glass throughout building	Improvement	Windows	Lump Sum	1	\$ 22,000.00	Date after July 1	Within 2 years
3 Agassiz			ES	Ravelo	AC Units		HVAC			\$ 100,000.00	Date after July 1	Within 6 Months
4 Al Raby	3545 W. Fulton	46471	HS	Howlett	Replace hallway lighting/paint hallways.		Electrical/ Carpentry	Each	1	\$ 100,000.00	Date after July 1	Within 6 Months
5 Alcott HS	2957 N. Hoyne	22042	HS	Ravelo	Replace air compressor and feed water tank	High	HVAC	Lump Sum	1	\$ 50,000.00	Date after July 1	Within 1 year
6 Aldridge	630 East 131st Street	22641	ES	Jones	playground/parkinglot around bldg	Improvement	Landscaping	Lump Sum	1	\$ 80,000.00	Date after July 1	Within 2 years
7 Aitgeld	1340 W. 71st St.	22051	ES	O'Neal	Doors and Frames Replacement	Emergency	Doors	Each	2	\$ 20,000.00	Date after July 1	Within 2 years
8 Aitgeld	1340 W. 71st St.	22051	ES	O'Neal	Security Screens Installation	Emergency	Windows	Each	25	\$ 30,000.00	Date after July 1	Within 2 years
9 Ames ES	1920 N. Hamlin	41111	ES	Ravelo	Replace rubberized gym flooring	Medium	Other	Lump Sum	1	\$ 80,000.00	Date after July 1	Within 2 years
10 Amundsen HS	5110 N. Damen	46031	HS	Jacobs-EL	Replace Gym Ceilings (Install Tactex boards)	Other	Carpentry	Each	2	\$ 100,000.00	Date after July 1	Within 1 years
11 Anthony Branch	9800 South Torrence	22432	ES	Jones	Complete Roof replacement	Roofing	Roof	Lump Sum	1	\$ 65,000.00	Date after July 1	Within 2 years
12 Ariel	1119 East 46th Street	28041	ES	Cooks	Exterior Door Replacement	Security	Envelope	Each	1	\$ 100,000.00	Date after July 1	Within 2 years
13 Ariel/NKO			ES	Cooks	Floor/Door Replacement					\$ 100,000.00	Date after July 1	Within 6 Months
14 Armstrong	5345 W. Congress	25221	ES	Howlett	P-Tac and RTU replacement		HVAC	Each	1	\$ 85,000.00	Date after July 1	Within 6 Months
15 Armstrong ES	2110 W. GREENLEAF	22081	ES	Jacobs-EL	Replace Lexan Windows	Other	Carpentry	Each	120	\$ 100,000.00	Date after July 1	Within 2 years
16 Barbara Vick Childhood Cen	2554 W. 113th Street	26731	ES	Jones	Parking lot and sidewalks renovation around school	Other	Paving	Lump Sum	1	\$ 85,000.00	Date after July 1	Within 2 years
17 Barnard School	10354 W. Charles	22131	ES	Jones	New four foot iron fence around playlot	Other	Fence Equipment	Lump Sum	1	\$ 100,000.00	Date after July 1	Within 2 years
18 Bass	1140 W. 66th St.	22161	ES	O'Neal	Concrete Replacement	Emergency	Concrete	SQ.FT.		\$ 40,000.00	Date after July 1	Within 2 years
19 Bass	1140 W. 66th St.	22161	ES	O'Neal	Asphalt Replacement	Emergency	Asphalt	SQ.FT.		\$ 30,000.00	Date after July 1	Within 2 years
20 Bateman	4220 N. RICHMOND	22171	ES	Jacobs-EL	Piping Replacement	Other	Plumbing	Lump Sum		\$ 100,000.00	Date after July 1	Within 2 years
21 Beaubien	5025 N. LARAMIE	22201	ES	Jacobs-EL	Replace All Unvents in Annex	Other	HVAC	Each	14	\$ 100,000.00	Date after July 1	Within 2 years
22 Bell	3730 N. OAKLEY	22231	ES	Jacobs-EL	Mechanical Upgrade	Other	HVAC	Lump Sum		\$ 100,000.00	Date after July 1	Within 2 years
23 Biedler	3151 W. Walnut	22211	ES	Howlett	1st & 2nd floor asbestos tile replacement		Flooring	Each	1	\$ 100,000.00	Date after July 1	Within 6 Months
24 Bontemps	1241 W. 58th St.	25261	ES	O'Neal	Security Screens Installation	Emergency	Windows	Each		\$ 30,000.00	Date after July 1	Within 2 years
25 Bontemps	1241 W. 58th St.	25261	ES	O'Neal	Carpet Replacement	Emergency	Floor	SQ.FT.		\$ 10,000.00	Date after July 1	Within 2 years
26 Boone ES	6710 N. WASHTENAW	22271	ES	Jacobs-EL	Replace all exterior doors	Other	Carpentry	Each	40	\$ 100,000.00	Date after July 1	Within 2 years
27 Brentano ES	2723 N. Fairfield	22311	ES	Ravelo	Reduce smoke stack	High	Masonry	Lump Sum	1	\$ 45,000.00	Date after July 1	Within 1 year
28 Bright Elementary		22331	ES	Jones	Asphalt, sealed and striped parking lot	Other	Landscaping	Lump Sum	1	\$ 70,000.00	Date after July 1	Within 2 years
29 Brown, W	54 N. Heritage	22351	ES	Howlett	Installing drain tile for lunchroom		Plumbing	Each	1	\$ 75,000.00	Date after July 1	Within 6 Months
30 Burke			ES		Floor Replacement					\$ 100,000.00	Date after July 1	Within 1 year
31 Burnham Anthony	1903 East 96th Street	22431	ES	Jones	Complete Roof Replacement	Roofing	Roof	Lump Sum	1	\$ 65,000.00	Date after July 1	Within 2 years
32 Burnside	650 East 91st place	29021	ES	Jones	Install New flooring throughout building	Asthetic Improvement	Flooring	Lump Sum	1	\$ 100,000.00	Date after July 1	Within 2 years
33 Camras ES	3000 N. Mango	22691	ES	Ravelo	Upgrade 2 boilers	High	HVAC	Lump Sum	1	\$ 85,000.00	Date after July 1	Within 2 years
34 Camras ES	3000 N. Mango	22691	ES	Ravelo	Repair Windows throughout	Medium	Windows	Lump Sum	1	\$ 65,000.00	Date after July 1	Within 2 years
35 Carson	5516 South Maplewood	22601	ES	Cooks	Interior Painting	Other	Interior	Each	1	\$ 100,000.00	Date after July 1	Within 2 years
36 Carver Military H/S	13100 South Doty	46181	ES	Jones	Tearout and replace concrete stairs around bldg	Improvement	General	Lump Sum	1	\$ 35,000.00	Date after July 1	Within 2 years
37 Cassel	11314 S. Spaulding	22651	ES	Jones	Sidewalk renovation around school	Other	Paving	Lump Sum	1	\$ 65,000.00	Date after July 1	Within 2 years
38 Castellanos	2524 S. Central Park	22461	ES	Howlett	Medium		Flooring	Each	1	\$ 60,000.00	Date after July 1	Within 6 Months
39 Chalmers	2745 W. Roosevelt Rd	22671	ES	Howlett	Abatement and replace floor in hallways on westside of building		environmental	Each	1	\$ 100,000.00	Date after July 1	Within 6 Months
40 Chavez	4747 South Marshfield	25151	ES	Cooks	Exterior Door Replacement	Security	Envelope	Each	1	\$ 100,000.00	Date after July 1	Within 2 years
41 Chicago Ag	3807 W 111th Street	47091	HS	Jones	Window replacements	Other	Windows	Lump Sum	1	\$ 100,000.00	Date after July 1	Within 2 years
42 Chicago Voc H/S	2100 East 87th Street	53011	HS	Jones	Tearout and replace concrete stairs around bldg	Permanent Improvement	General	Lump Sum	1	\$ 85,000.00	Date after July 1	Within 2 years
43 Chicago Voc H/S	2102 East 87th Street	53011	HS	Jones	Complete Renovation of driveway of lot	Improvement	Landscaping	Lump Sum	1	\$ 65,000.00	Date after July 1	Within 2 years
44 Chicago Voc H/S	2101 East 87th Street	53011	HS	Jones	Complete Tuckpointing	Improvement	Masonry	Lump Sum	1	\$ 100,000.00	Date after July 1	Within 2 years
45 Chicago Voc H/S	2104 East 87th Street	53011	HS	Jones	Complete mechanical upgrade, and boilers	EMERGENCY	Mechanical	Lump Sum	1	\$ 50,000.00	Date after July 1	Within 3 years

EXHIBIT A

46	Chicago Voc. N/5	2105 East 87th Street	53011	HS	Jones	Replacement for fans in restrooms.	Other	Electrical	Lump Sum	1	\$	35,000.00	Date after July 1	Within 2 years
47	Christie	5045 South Arden	30001	ES	Cooks	CCTV installation	Life Safety	Security	Lump Sum	1	\$	100,000.00	Date after July 1	Within 2 years
48	Clemente HS	1147 N. Western	51091	HS	Ravello	Remove carpet, install VCT various rooms	Low	Other	Lump Sum	1	\$	50,000.00	Date after July 1	Within 2 years
49	Clemente HS			HS	Ravello	Carpet Replacement		Flooring	Lump Sum	1	\$	100,000.00	Date after July 1	Within 6 months
50	Chisold	2530 W. 112th Place	22761	ES	Jones	school	Other	Painting	Lump Sum	1	\$	85,000.00	Date after July 1	Within 2 years
51	Cook	8150 S. Bishop Ave	22801	ES	O'Neal	Caulking the Replacement	Emergency	Other	SC/FT	1	\$	20,000.00	Date after July 1	Within 2 years
52	Cook	8150 S. Bishop Ave	22801	ES	O'Neal	Carpet Replacement	Emergency	Floor	SC/FT	1	\$	15,000.00	Date after July 1	Within 2 years
53	Cooper	1624 W. 19th St	22803	ES	Howlett	Parking lot resurfacing		Exterior	Each	1	\$	75,000.00	Date after July 1	Within 6 months
54	Cooper Branch	1624 W. 19th St	22832	ES	Howlett	Scrape patch and paint exterior and exterior coping		Environmental	Each	1	\$	100,000.00	Date after July 1	Within 6 months
55	Corley	2510 S. Kildare	22851	ES	Howlett	Replace partitions/paint/window		Various	Each	1	\$	100,000.00	Date after July 1	Within 6 months
56	Corley	821 E. 103rd St.	46391	HS	Jones	Tuckpoint wall near roof. Insulating joint	Other	Masonry	Lump Sum	1	\$	50,000.00	Date after July 1	Within 2 years
57	Damen ES	3116 W. Belden	22881	ES	Ravello	Install AC Window units-13 rooms	Medium	Electrical	Lump Sum	1	\$	60,000.00	Date after July 1	Within 2 years
58	Davis	3014 West 39th Street	22891	ES	Cooks	Fire Alarm System Replacement	Life Safety	Fire Alarm	Each	1	\$	100,000.00	Date after July 1	Within 2 years
59	Daves	3810 W. 81st Pl	22901	ES	O'Neal	Asphalt Replacement	Emergency	Asphalt	SC/FT	1800	\$	100,000.00	Date after July 1	Within 2 years
60	De Diego ES	1313 N. Clarendon	31261	ES	Ravello	Replace windows (200-250 units)	Medium	Windows	Lump Sum	1	\$	100,000.00	Date after July 1	Within 2 years
61	Delano	3837 W. Wilson	22911	ES	Howlett	Basement renovation/replace gym lighting.	Medium	Various	Each	1	\$	100,000.00	Date after July 1	Within 6 months
62	Dewey	5415 South Union	22951	ES	Cooks	Basement or Living Room Renovation	Other	Interior	Each	1	\$	100,000.00	Date after July 1	Within 2 years
63	Dixson	8601 W. Foster	22971	ES	Jacobus-EL	Replace Windows	Other	HVAC	Each	14	\$	100,000.00	Date after July 1	Within 2 years
64	Dunery	4140 N. Marine	29401	ES	Jacobus-EL	Replace Carpeting 1st fl	Other	Carpeting	Lump Sum	1	\$	100,000.00	Date after July 1	Within 2 years
65	Douglas HS	535 East 35th Street	22991	ES	Cooks	Fire Alarm System Replacement	Life Safety	Fire Alarm	Each	1	\$	100,000.00	Date after July 1	Within 2 years
66	Douglas HS	543 N. Walker	41061	HS	Ravello	Install auditorium seating and hand railings	Low	Seating	Lump Sum	1	\$	75,000.00	Date after July 1	Within 2 years
67	Douglas HS	543 N. Walker	41061	HS	Ravello	Replace Vertical Blinds Throughout	Low	Other	Lump Sum	1	\$	100,000.00	Date after July 1	Within 2 years
68	Drake					Mechanical Upgrade		Flooring			\$	100,000.00		Within 6 months
69	Drummond					Floor Replacement					\$	100,000.00		Within 6 months
70	Dubois	130 East 133rd Street	26601	ES	Jones	Replacement of playlot, basketball court, baseball field	Other	Landscape	Lump Sum	1	\$	50,000.00	Date after July 1	Within 2 years
71	Dunne	30845 S. Union	25493	ES	Jones	Paint non concrete surfaces of entrance	Improvement	Painting	Lump Sum	1	\$	30,000.00	Date after July 1	Within 2 years
72	Durkin Park	8445 S. Oak	24831	ES	O'Neal	Gym Doors and Frames Replacement	Emergency	Doors	Each	6	\$	15,000.00	Date after July 1	Within 2 years
73	Earle	6121 S. Hermitage Ave.	23031	ES	O'Neal	Floor Sanding	Other	Floor	SC/FT	1	\$	25,000.00	Date after July 1	Within 2 years
74	Eberhart	3400 W. 65th Pl	23042	ES	O'Neal	Washroom Renovations	Emergency	Plumbing	Each	3	\$	100,000.00	Date after July 1	Within 2 years
75	Edwards	4815 South Karlov	23081	ES	Cooks	Corridor Floor Replacement	Other	Interior	Each	1	\$	100,000.00	Date after July 1	Within 2 years
76	Emmet	5500 W. Madison	23121	ES	Howlett	Refinish all floors/old a/c units through out	Other	Various	Each	1	\$	100,000.00	Date after July 1	Within 6 months
77	Everett	3419 South Bell	23141	ES	Cooks	Pneumatic & Various Mechanical Repairs	Mechanical	HVAC	Lump Sum	1	\$	100,000.00	Date after July 1	Within 2 years
78	Fairfax	3750 W. Monroe	28221	ES	Howlett	Roof fence/hallway lighting inside		Various	Each	1	\$	65,000.00	Date after July 1	Within 6 months
79	Farrin					Window Replacement					\$	100,000.00		Within 1 year
80	Felt*	2330 S. Western	23541	ES	Howlett	lighting replacement		HVAC	Each	1	\$	65,000.00	Date after July 1	Within 6 months
81	Fort Dearborn School	9025 S. Throop	23241	ES	Jones	Replace all restroom partitions	PLUMBING	Restroom renovation	Lump Sum	1	\$	85,000.00	Date after July 1	Within 2 years
82	Foster Park	8530 S. Wood	23281	ES	Jones	Painting lot and playground renovation	Improvement	Painting	Lump Sum	1	\$	95,000.00	Date after July 1	Within 2 years
83	Fowler	4214 South Loomis	23271	ES	Cooks	Fire Alarm System Replacement	Life Safety	Fire Alarm	Each	1	\$	100,000.00	Date after July 1	Within 2 years
84	Fulton	5300 South Hermitage	23281	ES	Cooks	Concrete Repairs, sidewalk and curbs	High	Masonry	Lump Sum	1	\$	75,000.00	Date after July 1	Within 1 year
85	Funston ES	2010 N. Central Park	23291	ES	Ravello	Exterior Touchpainting		Various	Each	1	\$	90,000.00	Date after July 1	Within 6 months
86	G R Clark	1045 S. Monitor	23191	ES	Howlett	Window replacement old bid	Mechanical	HVAC	Each	1	\$	100,000.00	Date after July 1	Within 2 years
87	Gage Park	5630 South Rockwell	46141	HS	Cooks	Pneumatic & Various Mechanical Repairs	Mechanical	HVAC	Lump Sum	1	\$	100,000.00	Date after July 1	Within 2 years
88	Galileo	820 S. Cal Center	29141	ES	Howlett	Road replacement		Road	Each	1	\$	100,000.00	Date after July 1	Within 2 years
89	Galveston Academy	10847 South Irving	28991	ES	Jones	set	Improvement	Environmental	Lump Sum	1	\$	100,000.00	Date after July 1	Within 2 years
90	Gare	3740 West 31st Street	23311	ES	Cooks	Fire Alarm System Replacement	Life Safety	Fire Alarm	Each	1	\$	100,000.00	Date after July 1	Within 2 years
91	Goldblatt	4257 W. Adams	26641	ES	Howlett	Replace gym ceiling lights/replace exterior fence		Various	Each	1	\$	100,000.00	Date after July 1	Within 6 months
92	Graham					Camera installation					\$	100,000.00		Within 1 year
93	Graham Training Center	2347 S. Wabash	49101	HS	Howlett	Window replacement for main building		Windows	Each	1	\$	75,000.00	Date after July 1	Within 6 months
94	Gray	1730 N. Laramie Ave	23401	ES	Jacobus-EL	Replace RTU	Other	HVAC	Lump Sum	1	\$	100,000.00	Date after July 1	Within 2 years
95	Gray	1730 N. Laramie Ave	23401	ES	Jacobus-EL	Main Heating and and 1st fl corridors	Other	Carpeting	Lump Sum	1	\$	100,000.00	Date after July 1	Within 2 years
96	Greene	3715 W. Pine Ave	23441	ES	Howlett	Replace parking lot, fencing, and sidewalk		Painting/Accessory	Each	1	\$	100,000.00	Date after July 1	Within 6 months
97	Gresham	8524 S. Green	23451	ES	Jones	School Entrance Renovation	Other	Accessories	Lump Sum	1	\$	60,000.00	Date after July 1	Within 2 years

EXHIBIT A

98	Grassom	12810 South Escanaba	22433	ES	Jones	Remove ACM flooring, replace subflooring, install VCT	Aesthetic Improvement	Environmental	Lump Sum	1	\$	100,000.00	Date after July 1	Within 2 years
99	Gunsaulus	4420 South Sacramento	29121	ES	Cooks	Interior Painting	Other	Interior	Each	1	\$	100,000.00	Date after July 1	Within 2 years
100	Haines	247 W 23rd Pl	23481	ES	Howlett	Parking lot and playground swap. Mechanical upgrade pneumatics		Pavings/HVAC	Each	1	\$	60,000.00	Date after July 1	Within 6 Months
101	Halley Modular	11411 S. Eggleston	22301	ES	Jones	Total rehab of baths in annex building, including plumbing upgrade	Aesthetic Renovation	Restroom renovation	Lump Sum	1	\$	100,000.00	Date after July 1	Within 2 years
102	Halley Modular	11411 S. Eggleston	22301	ES	Jones	Replace all windows	Life Safety	Windows	Lump Sum	1	\$	100,000.00	Date after July 1	Within 2 years
103	Hammond	2819 W 21st Pl	23531	ES	Howlett	Auditorium/gym renovation		Environmental	Each	1	\$	100,000.00	Date after July 1	Within 6 Months
104	Hanson Park ES	5411 W. Fullerton	24461	ES	Ravelo	Replace rubberized gym flooring	Low	Flooring	Lump Sum	1	\$	75,000.00	Date after July 1	Within 2 years
105	Hanson Park ES	5411 W. Fullerton	24461	ES	Ravelo	Main Corridor ACM Removal VCT Flooring	Low	Other	Lump Sum	1	\$	65,000.00	Date after July 1	Within 1 year
106	Harold Washington	9130 S. University Ave	24922	ES	Jones	Roof issues with gutters and drainage	Repair	Roofing	Lump Sum	1	\$	60,000.00	Date after July 1	Within 2 years
107	Harte	1556 East 56 Street	23561	ES	Cooks	Main Entrance Masonry/Window Repair	Other	Envelope	Lump Sum	1	\$	100,000.00	Date after July 1	Within 2 years
108	Haugan	4540 N. HAMLIN	23591	ES	Jacobs-EL	Tuckpointing	Other	Masonry	Lump Sum	1	\$	100,000.00	Date after July 1	Within 2 years
109	Healy Annex					Window Replacement					\$	100,000.00		
110	Hendricks	4316 South Princeton	31121	ES	Cooks	Pneumatic/Condensate System Upgrade	Mechanical	HVAC	Lump Sum	1	\$	100,000.00	Date after July 1	Within 2 years
111	Herbert	2131 W. Monroe	23741	ES	Howlett	Replace all exterior doors		Doors	Each	1	\$	70,000.00	Date after July 1	Within 6 Months
112	Hibbard	3244 W. AINSLIE ST	23801	ES	Jacobs-EL	Mechanical Upgrade	Other	HVAC	Lump Sum	1	\$	100,000.00	Date after July 1	Within 2 years
113	Higgins	1710 S. Morgan	31251	ES	Jones	Fencing	Other	Pavings	Lump Sum	1	\$	70,000.00	Date after July 1	Within 2 years
114	Holden	1104 West 31 Street	23821	ES	Cooks	Exterior Door Replacement	Security	Envelope	Each	1	\$	100,000.00	Date after July 1	Within 2 years
115	Howland	1616 S. Spaulding Ave	66521	ES/HS	Howlett	Replace all sprinkler pipe and heads		Plumbing	Each	1	\$	100,000.00	Date after July 1	Within 6 Months
116	Hubbard	6200 S. Hamlin Ave.	46141	HS	O'Neal	Sidewalk Replacement	Emergency	Concrete	Each	1	\$	100,000.00	Date after July 1	Within 2 years
117	Hubbard	6200 S. Hamlin Ave.	46141	HS	O'Neal	Boiler Replacement	Emergency	HVAC	Each	2	\$	100,000.00	Date after July 1	Within 2 years
118	Hurly	3849 W 69th Pl	23911	ES	O'Neal	Lighting Retro-Fit	Emergency	Electrical	Each	453	\$	80,000.00	Date after July 1	Within 2 years
119	Jackson	1340 W Harrison	29171	ES	Howlett	gym/auditorium floor replacement		Other	Each	1	\$	100,000.00	Date after July 1	Within 6 Months
120	Jahn ES	3149 N. Wolcott	23921	ES	Jacobs-EL	1st Fl Washroom Upgrade	Other	Alt Trades	Each	2	\$	100,000.00	Date after July 1	Within 2 years
121	Jensen	3030 W. Harrison Ave	29341	ES	Howlett	Install new VCT tile on all 1st floor and main office		Flooring	Each	1	\$	70,000.00	Date after July 1	Within 6 Months
122	Johnson	1420 S. Albany	26231	ES	Howlett	Install Generator and replace all water damaged walls at CPC		Electrical/ Carpentry	Each	1	\$	50,000.00	Date after July 1	Within 6 Months
123	Juarez (H/S)	2150 S Laffin	46421	HS	Howlett	Locker room remodeling		Restrooms Remodeling	Each	1	\$	100,000.00	Date after July 1	Within 6 Months
124	Jungman/Hidalgo	1746 S Miller	23961	ES	Howlett	Classroom/gym abatement and painting		Environmental	Each	1	\$	75,000.00	Date after July 1	Within 6 Months
125	Kanoon	2233 S. Kedzie	29071	ES	Howlett	Replace all exterior windows of school		Windows	Each	1	\$	100,000.00	Date after July 1	Within 6 Months
126	Kelly	4136 South California	46181	HS	Cooks	Various Mechanical Repairs	Mechanical	HVAC	Lump Sum	1	\$	100,000.00	Date after July 1	Within 2 years
127	Kelwyn Park			HS	Ravelo	Parking Lot Asphalt					\$	100,000.00	Date after July 1	Within 6 Months
128	Kenwood	5015 South Blackstone	46361	HS	Cooks	Absorber Refurbishing, pump replacement	Mechanical	HVAC	Lump Sum	1	\$	100,000.00	Date after July 1	Within 2 years
129	Kamer	6700 N. GREENVIEW	24021	ES	Jacobs-EL	Mechanical Upgrade	Other	HVAC	Lump Sum		\$	100,000.00	Date after July 1	Within 2 years
130	Kung			HS		Boiler Retubing		Mechanical			\$	100,000.00		
131	Lafayette ES	2714 W. Augusta	24121	ES	Ravelo	Paint Corridors and Stairwells	Medium	Other	Lump Sum	1	\$	95,000.00	Date after July 1	Within 2 years
132	Lakeview HS	4015 N. ASHLAND	46211	HS	Jacobs-EL	Mechanical Upgrade	Other	HVAC	Lump Sum	1	\$	100,000.00	Date after July 1	Within 2 years
133	Lakeview HS	4015 N. ASHLAND	46211	HS	Jacobs-EL	New Roofing 2nd and 3rd fl corridors	Other	Carpentry	Lump Sum	1	\$	100,000.00	Date after July 1	Within 1 years
134	Lakeview HS	4015 N. ASHLAND	46211	HS	Jacobs-EL	Tuckpointing	Other	Masonry	Lump Sum	1	\$	100,000.00	Date after July 1	Within 2 years
135	Lane Tech	2501 W. ADDISON	46221	HS	Jacobs-EL	Tuckpointing	Other	Masonry	Lump Sum		\$	100,000.00	Date after July 1	Within 2 years
136	Lara					Chiller Replacement					\$	100,000.00		
137	Lasalle II ES	1148 N. Monroe	29101	ES	Ravelo	Install AC Window units-34 rooms	Medium	Electrical	Lump Sum	1	\$	100,000.00	Date after July 1	Within 1 year
138	Lawdale	3500 W Douglas	31161	ES	Howlett	Replace all exterior doors		Doors	Each	1	\$	100,000.00	Date after July 1	Within 6 Months
139	Lawrence	9928 South Crandon	24261	ES	Jones	Complete upgrade of bathrooms and fans in restrooms	PLUMBING	Restroom renovation	Lump Sum	1	\$	90,000.00	Date after July 1	Within 2 years
140	Lawrence	9929 South Crandon	24261	ES	Jones	Replacement of windows in building	Other	Windows	Lump Sum	1	\$	100,000.00	Date after July 1	Within 2 years
141	Lawrence	9930 South Crandon	24261	ES	Jones	Complete replacement of boilers	EMERGENCY	HVAC	Lump Sum	1	\$	100,000.00	Date after July 1	Within 2 years
142	Lewis ES	1431 N. Leanington	24151	ES	Ravelo	Compressor Replacement	High	HVAC	Lump Sum	1	\$	45,000.00	Date after July 1	Within 1 year
143	Libby School	5300 South Loomis	24171	ES	Cooks	Fire Alarm System Replacement	Life Safety	Fire Alarm	Each	1	\$	100,000.00	Date after July 1	Within 2 years
144	Libby School	5300 South Loomis	24171	ES	Cooks	Interior Painting					\$	100,000.00	Date after July 1	Within 2 years
145	Lincoln ES	615 W Kemper Pl	24191	ES	Ravelo	Tuckpoint exterior of Building	Medium	Masonry	Lump Sum	1	\$	40,000.00	Date after July 1	Within 2 years
146	Lincoln ES	615 W Kemper Pl	24191	ES	Ravelo	Replace roof	High	Roof	Lump Sum	1	\$	100,000.00	Date after July 1	Within 2 years

EXHIBIT A

147	Lincoln ES	615 W. Kemper Pl	24191	ES	Ravelo	Install security cameras/dvr	Medium	Security	Lump Sum	1	\$ 50,000.00	Date after July 1	Within 2 years
148	Lindbom	6130 S. Walcott Ave	46511	HS	O'Neal	Painting Auditorium	Emergency	Other	SQ. FT.		\$ 50,000.00	Date after July 1	Within 2 years
149	Linne	3221 N. SACRAMENTO	24201	ES	Jacobs-El	Mechanical Upgrade	Other	HVAC	Lump Sum		\$ 100,000.00	Date after July 1	Within 2 years
150	Logandale		41091	ES	Ravelo	Interior Refinish					\$ 100,000.00	Date after July 1	Within 6 Months
151	Lozano ES	1424 N. Cleaver	24101	ES	Ravelo	Repair all unvents throughout	High	HVAC	Lump Sum	1	\$ 100,000.00	Date after July 1	Within 2 years
152	Lyon ES	2941 N. McVicker	24281	ES	Ravelo	Main Bldg-Replace Exterior Doors	Low	Doors	Lump Sum	1	\$ 60,000.00	Date after July 1	Within 2 years
153	Manierre ES	1420 N. Hudson	24311	ES	Ravelo	Replace pour & play playground surfacing	Medium	Playground	Lump Sum	1	\$ 80,000.00	Date after July 1	Within 2 years
154	May	512 S. Laverne	31171	ES	Howlett	Bath renovations - both buildings		Bathroom renovation	Each	1	\$ 100,000.00	Date after July 1	Within 6 Months
155	McAuliffe ES	1841 N. Springfield	23551	ES	Ravelo	Replace VCT Gym Flooring	High	Other	Lump Sum	1	\$ 50,000.00	Date after July 1	Within 1 year
156	McAuliffe ES	1841 N. Springfield	23551	ES	Ravelo	Replace rooftop compressor	High	HVAC	Lump Sum	1	\$ 35,000.00	Date after July 1	Within 1 year
157	McCormick	2712 South Sawyer	24431	ES	Cooks	Exterior Door Replacement	Security	Envelope	Each	1	\$ 100,000.00	Date after July 1	Within 2 years
158	Metcalf	12339 S. Normal	31061	ES	Jones	fencing, Paint exterior of building	Improvement	Fencing	Lump Sum	1	\$ 65,000.00	Date after July 1	Within 2 years
159	Mitchell			ES	Ravelo	Tile Removal					\$ 100,000.00	Date after July 1	Within 6 Months
160	Monroe ES	3651 W. Schubert	24531	ES	Ravelo	Annex Bldg- Replace Roofing	High	Roof	Lump Sum	1	\$ 100,000.00	Date after July 1	Within 1 year
161	Monroe ES	3651 W. Schubert	24531	ES	Ravelo	annex bldg- replace chiller wall	High	Masonry	Lump Sum	1	\$ 65,000.00	Date after July 1	Within 2 years
162	Morrill	6011 S. Rockwell Ave	24571	ES	O'Neal	Air Conditioner Installation	Other	Floor	Each	10	\$ 50,000.00	Date after July 1	Within 2 years
163	National Teachers Acd	55 W. Cermak Rd	32031	ES	Howlett	Floor repairs to terrazzo		Accessibility	Each	1	\$ 75,000.00	Date after July 1	Within 6 Months
164	Near North ES	739 N. Ada	30061	ES	Ravelo	Replace parking lot	Medium	Paving	Lump Sum	1	\$ 100,000.00	Date after July 1	Within 2 years
165	Near North ES	739 N. Ada	30061	ES	Ravelo	Exterior Doors and Frames Replacement		Doors			\$ 100,000.00	Date after July 1	Within 6 Months
166	Neil	8555 South Michigan	24651	ES	Jones	Parking Lot Resurfacing	Other	Landscape	Lump Sum		\$ 100,000.00	Date after July 1	Within 2 years
167	Newberry ES	700 W. Willow	29231	ES	Ravelo	Exterior Touchpainting	High	Masonry	Lump Sum	1	\$ 45,000.00	Date after July 1	Within 2 years
168	Newberry ES	700 W. Willow	29231	ES	Ravelo	AC Units		HVAC			\$ 100,000.00	Date after July 1	Within 6 Months
169	Ninos Heroes Academy	8344 South Commercial	31101	ES	Jones	Ornamental fencing	Improvement	General	Lump Sum	1	\$ 60,000.00	Date after July 1	Within 2 years
170	Ninos Heroes Academy	8345 South Commercial	31101	ES	Jones	Complete Roof replacement	Roofing	Roof	Lump Sum	1	\$ 100,000.00	Date after July 1	Within 2 years
171	Nixon ES	2121 N. Keeler	24681	ES	Ravelo	Both Bldgs Exterior Touchpainting	High	Masonry	Lump Sum	1	\$ 45,000.00	Date after July 1	Within 1 year
172	Nixon ES	2121 N. Keeler	24681	ES	Ravelo	Main Bldg Paint Corridors	Low	Other	Lump Sum	1	\$ 80,000.00	Date after July 1	Within 1 year
173	Northside Learning Ctr	3730 W. BRYN MAWR	49021	HS	Jacobs-El	Greenhouse Replacement - Damaged	Other	Carpentry	Lump Sum	1	\$ 100,000.00	Date after July 1	Within 1 years
174	O'Keefe	6940 S. Morrill Ave	24751	ES	O'Neal	Asphalt Replacement	Emergency	Asphalt	SQ. FT.	1100	\$ 60,000.00	Date after July 1	Within 2 years
175	Orazco (New)	1940 W 18th st	31281	ES	Howlett	security camera upgrade		Security	Each	1	\$ 50,000.00	Date after July 1	Within 6 Months
176	Orr HS	730 N. Pulaski	28151	HS	Ravelo	Replace roof-Main Building	Medium	Roof	Lump Sum	1	\$ 100,000.00	Date after July 1	Within 2 years
177	O'Toole	6550 S. Seely Ave	24801	ES	O'Neal	Washroom Renovation	Emergency	Plumbing	Each	3	\$ 50,000.00	Date after July 1	Within 2 years
178	Overton	221 East 49th Street	26261	ES	Cooks	Exterior Door Replacement	Security	Envelope	Each	1	\$ 100,000.00	Date after July 1	Within 2 years
179	Overton	221 East 49th Street	26261	ES	Cooks	Fence Replacement					\$ 100,000.00	Date after July 1	Within 1 year
180	Parkman					Parking Lot Asphalt					\$ 100,000.00	Date after July 1	Within 1 year
181	Payton HS	1034 N. Wells	70020	HS	Ravelo	Replace compressors (2)	High	HVAC	Lump Sum	1	\$ 60,000.00	Date after July 1	Within 1 year
182	Pierce ES	1423 W. Bryn Mawr	24891	ES	Jacobs-El	Replace RTU #2	Other	HVAC	Each	1	\$ 100,000.00	Date after July 1	Within 2 years
183	Penn	1616 S. Avers	28191	ES	Howlett	Replace parking lot, fencing, and seal strip lot		Paving/Accessibility	Each	1	\$ 100,000.00	Date after July 1	Within 6 Months
184	Perez	1241 W 19th st	21861	ES	Howlett	Playground upgrade		Paving	Each	1	\$ 90,000.00	Date after July 1	Within 6 Months
185	Pickard	2301 W 21st Pl	24961	ES	Howlett	bathroom remodeling		Restroom Remodeling	Each	1	\$ 80,000.00	Date after July 1	Within 6 Months
186	Pilsen	1420 W 17th st	31141	ES	Howlett	replacement		Accessibility	Each	1	\$ 100,000.00	Date after July 1	Within 6 Months
187	Pine	650 E. 85th St.	24971	ES	Jones	Gym floor is coming apart. Its on repair number 3	Other	Flooring	Lump Sum	1	\$ 100,000.00	Date after July 1	Within 2 years
188	Pope	1852 S. Albany	25001	ES	Howlett	Bathroom upgrades for 1st and 2nd floors		Restroom Remodeling	Each	1	\$ 50,000.00	Date after July 1	Within 6 Months
189	Prosser HS	2148 N. Long	53041	HS	Ravelo	Lunchroom Flooring Abatement and VCT Install	Low	Asbestos	Lump Sum	1	\$ 85,000.00	Date after July 1	Within 2 years
190	Prosser HS	2148 N. Long	53041	h	Ravelo	Replace south parking lot (driveway ed)	Medium	Paving	Lump Sum	1	\$ 100,000.00	Date after July 1	Within 2 years
191	Prussing ES	4650 N. Menard	25031	ES	Jacobs-El	Replace Leaky Windows	Other	Carpentry	Each	120	\$ 100,000.00	Date after July 1	Within 1 years
192	Pullman	11311 S. Forestville	25041	ES	Jones	Replace sidewalks and parking lots adjacent to building	Other	Paving	Lump Sum	1	\$ 100,000.00	Date after July 1	Within 2 years
193	Ray	5631 South Embark	25071	ES	Cooks	Classroom Interior Painting	Other	Interior	Each	1	\$ 100,000.00	Date after July 1	Within 2 years
194	Ray	5631 South Embark	25071	ES	Cooks	New Fence					\$ 100,000.00		
195	Reams	834 East 50th Street	25091	ES	Cooks	Pneumatic/Compressor Upgrade	Mechanical	HVAC	Lump Sum	1	\$ 100,000.00	Date after July 1	Within 2 years
196	Reiley	3650 W. School	25101	ES	Jacobs-El	Install Playground - School has none	Other	Carpentry	Lump Sum	1	\$ 100,000.00	Date after July 1	Within 2 years
197	Reiley	3650 W. School	25101	ES	Jacobs-El	Window Replacement Addition	Other	Carpentry	Lump Sum	1	\$ 100,000.00	Date after July 1	Within 2 years
198	Reinberg	3425 N. Major	25111	ES	Jacobs-El	Mechanical Upgrade	Other	HVAC	Lump Sum		\$ 100,000.00	Date after July 1	Within 2 years

[illegible]

President Vitale thereupon declared Board Reports 12-0425-EX1 and 12-0425-EX2 adopted

12-0425-EX3

FINAL

AMEND BOARD REPORT 09-0325-EX5
AMEND BOARD REPORT 08-1022-EX13
AMEND BOARD REPORT 08-0602-EX5
APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH
KIPP ASCEND CHARTER SCHOOL

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

This October 2008 amendment is necessary to authorize KIPP Ascend Charter School to (a) increase the grade levels served, (b) increase the at capacity enrollment of the school and (c) clarify the relationship of any pre-kindergarten program to the charter school. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date the CEO files a report with the Secretary of the Board approving the charter school's proposal to increase the grade levels served at the charter school. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This March 2009 amendment is necessary to authorize KIPP Ascend Charter School to change the location of the school to 1616 S. Avers beginning with the start of the 2009-2010 school year. The CEO asks that the Board grant a waiver from the Charter School Capital and Facility Budget Policy, 08-0326-PO1 as the notice to use this location was only five days late due to the need to finalize details related to renovations costs and present accurate data. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This April 2012 amendment is necessary to authorize KIPP Ascend Charter School to temporarily locate grades K through 2 to 1440 S. Christiana Avenue beginning in the fall of 2012. The CEO asks that the Board grant a waiver from the Charter School Capital and Facility Budget Policy, 08-0326-PO1. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This April 2012 amendment is also necessary to authorize KIPP Ascend Charter School to (a) add grade 3 at 1440 S. Christiana Avenue and phase out kindergarten in the fall of 2013, (b) add grade 4 at 1440 S. Christiana Avenue in the fall of 2014, and (c) continue to phase out operations at 1440 S. Christiana Avenue, offering grades 1 through 3 beginning in the fall of 2013, grades 2 through 4 in the fall of 2014, grades 3 and 4 in the fall of 2015, and grade 4 in the fall of 2016. KIPP Ascend Charter School will have no grades at 1440 S. Christiana Avenue by the fall of 2017. These material modifications are also described in the chart below. The addition of the 3rd and 4th grades at 1440 S. Christiana Avenue and the phase out of operations at 1440 S. Christiana Avenue are contingent upon the renewal of the Charter School Agreement with KIPP Ascend Charter School upon the expiration of this renewal term ending June 30, 2013.

School Year	Grades at 1440 S. Christiana Avenue	Grades at 1616 S. Avers Avenue
2012-2013	K-2	5-8
2013-2014	1-3	5-8
2014-2015	2-4	5-8
2015-2016	3-4	5-8
2016-2017	4	5-8
2017-2018	No Grades	5-8

CHARTER SCHOOL: KIPP Ascend Charter School
~~715 South Kildare Avenue~~ 1616 S. Avers Avenue
 Chicago, IL 6062423
 Phone: 773-533-1770
 Contact Person: ~~Jim O'Connor, Founding School Leader~~ April Goble, Executive Director

OVERSIGHT: Office of New Schools Portfolio Office
 125 S. Clark, 510th Floor
 Chicago, IL 60603
 (773) 553-1530
 Contact Person: Josh Edelman, Executive Officer Carly Bolger, Executive Director, Office of New Schools and Programs

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 03-0527-EX5) was for a term commencing July 1, 2003 and ending June 30, 2008 and authorized the operation of a charter school serving no more than 320 students in grades 5 – 8. The charter and Charter School Agreement were subsequently amended as follows:

- Board Report 05-0727-EX9: Approved the relocation of the school to 4320 W. Fifth Avenue
- Board Report 06-1025-EX2: Approved the correction of the address from 4320 W. Fifth Avenue to 715 South Kildare Avenue.

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

CHARTER RENEWAL PROPOSAL: The KIPP Ascend Charter School (KIPP) submitted a renewal proposal on October 5, 2007, to continue the operation of the KIPPA Ascend Charter School under a unified mission. The Charter School shall serve grades 5 – 8 with a maximum student enrollment of 330 students.

On June 28, 2008, KIPP Ascend Charter School submitted a proposal to increase the grades served and the at capacity enrollment of the charter school. KIPP proposes to increase the grades served at the school by adding grades K through 4. The school will add one grade each year starting with grade K at the start of the 2010 – 2011 school year with KIPP Ascend Charter School eventually growing to serve grades K through 8 by 2015-2016 school year. The at capacity enrollment for KIPP Ascend Charter School will increase by 619 to a new at capacity enrollment of 949. Public hearings were held on September 3, 2008, October 6, 2008 and October 15, 2008. The October 15th hearing was recorded and a summary report of each hearing is available for review.

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

In March 2009, the Board proposed the new location for KIPP Ascend Charter School. KIPP Ascend Charter School shall be located at 1616 S. Avers beginning with the 2009-2010 school year. A public hearing for the proposed location was held on March 17, 2009. The hearing was recorded and a summary report is available for review.

This site will require that KIPP Ascend Charter School share its facility with Penn Elementary School. The two schools will share their facility in accordance with the Board's Shared Facility Policy, 05-0126-PO1.

In March 2012, the Chicago Public Schools' Office of New Schools and Demographics and Planning worked to identify the facility at 1440 S. Christiana Avenue as an additional temporary location for KIPP Ascend Charter School students in grades K through 2 beginning in the fall of 2012. In the fall of 2013, the KIPP Ascend Charter School will add grade 3 at 1440 S. Christiana Avenue and phase out kindergarten. The KIPP Ascend Charter School will add grade 4 at 1440 C. Christiana Avenue in the fall of 2014. KIPP Ascend Charter School will continue to phase out operations at 1440 S. Christiana Avenue, offering grades 1 through 3 beginning in the fall of 2013, grades 2 through 4 in the fall of 2014, grades 3 and 4 in the fall of 2015, and grade 4 in the fall of 2016. By the fall of 2017, KIPP Ascend Charter School will have no grades at 1440 S. Christiana Avenue. The addition of the 3rd and 4th grades at 1440 S. Christiana Avenue and the phase out of operations at 1440 S. Christiana Avenue are contingent upon the renewal of the Charter School Agreement with KIPP Ascend Charter School upon the expiration of this renewal term ending June 30, 2013. A public hearing on these proposed changes was held on Monday, April 16, 2012. The hearing was recorded and a summary report is available for review.

CONTINGENT APPROVAL: Approval to authorize KIPP Ascend Charter School to (a) increase the grade levels served at the school and (b) increase the at capacity enrollment of the school is contingent upon the KIPP Ascend Charter School meeting benchmarks detailed by the Office of New Schools related to the development of an elementary school curriculum and the identification of a school principal. These benchmarks will be communicated to KIPP Ascend Charter School in a formal Letter of Conditions, and all benchmarks must be met by March 15, 2010. The Office of New Schools will oversee the enforcement of these deadlines. Failure of KIPP Ascend Charter School to meet these deadlines may, at the option of the Board, result in the rescission of the authority granted herein and the denial of the proposal to add additional grade levels and increase at capacity enrollment. A final review of the proposal to increase the grade levels served at the school will be conducted by the Chief Executive Officer. The

Chief Executive Officer or his designee will file a report, approved by the General Counsel as to form and legality, indicating the CEO's final approval or denial of the proposal to increase the grade levels served at the charter school. The report will be filed with the Secretary of the Board on or before April 15, 2010. This final review will be conducted to determine compliance with the terms indicated above.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of New Schools conducted a comprehensive evaluation of KIPP's performance and operations. This evaluation included a review of the proposal, facilities surveys, financial analysis, and academic site visit of the school in which teaching and learning, leadership and governance, and the learning communities were assessed. A public hearing was conducted on May 12, 2008 to receive public comment on the application to renew the Charter School Agreement with KIPP Ascend Charter School for an additional five years. In addition, the Office of New Schools evaluated the school's student performance. From 2003-2004 to 2006-2007, KIPP Ascend received 11 out of 18 high ratings and 5 out of 18 middle ratings on their absolute student indicators found in the framework put forth by the district for assessing charter school pupil performance. Since 2003-2004, the charter schools attendance rate has exceeded 95%. From 2003-2004 to 2006-2007, the percentage of students meeting/exceeding state standards on the ISAT Composite increased by 32.7 percentage points (from 45.0% to 77.7%). The charter school also met Adequate Yearly Progress targets in 2005-2006 and 2006-2007. The committee recommends that, based on the school's performance on these and other accountability criteria, KIPP be authorized to continue operating as a charter school.

RENEWAL TERM: The term of KIPP Ascend Charter School's charter status is being extended for a five (5) year term commencing July 1, 2008 and ending June 30, 2013. The KIPP Ascend Charter School will be permitted to operate at its current location of 715 South Kildare Avenue for the 2008 – 2009 school year only. The Board will identify and approve a new location for the school for the 2009 – 2010 school year and beyond.

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

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

FINANCIAL: The financial implications will be addressed during the development of the 2008~~12-~~¹²⁻2009~~13~~¹³ fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY09~~12~~¹² are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. ~~The cost of this enrollment will be approximately \$1,082,070.00 in 2008-2009.~~

GENERAL CONDITIONS:

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

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

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

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

Board Member Hines abstained on Board Report 12-0425-EX3.

12-0425-EX4

**AMEND BOARD REPORT 09-0722-EX8
AMEND BOARD REPORT 08-0227-EX24
AMEND BOARD REPORT 06-1115-EX12
APPROVE THE GRANTING OF A CHARTER AND ENTERING
INTO SCHOOL AGREEMENT WITH
HENRY FORD ACADEMIES OF ILLINOIS, NFP**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve the granting of a charter and entering into a Charter School Agreement with the Henry Ford Academies of Illinois, NFP for a five-year period. The Charter School Agreement is currently being

negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days following final approval from the Chief Executive Officer as detailed below. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this agreement is stated below.

This February 2008 amendment is necessary to authorize the Henry Ford Academies of Illinois to a) change the name of the school from Henry Ford Power House Charter High School to Henry Ford Academy: Power House Charter High School and b) change the address of the school from 931 South Homan to 3415 W. Arthington. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this agreement is stated below.

This July 2009 amendment is necessary to approve the relocation of the school from 3517 W. Arthington to 931 S. Homan Avenue. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed within 120 days of the date of this Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This April 2012 amendment is necessary to a) phase out operations of the Henry Ford Academy Power House Charter High School and b) extend the existing charter school agreement through June 30, 2015 to allow the phase out to be completed. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

SCHOOL OPERATOR: Henry Ford Academies of Illinois, NFP
931 S. Homan Avenue
Chicago, Illinois 60624
Phone: (312) 558-1690
Contact: Kathryn M. Vanden Berk

CHARTER SCHOOL: Henry Ford ~~Academy~~: Power House Charter High School
931 South Homan Avenue
Chicago, Illinois 60624
Phone: (313) 720-4699
Contact Person: Deborah Parizek

OVERSIGHT: Office of New Schools Portfolio Office
125 S. Clark, 610th Floor
Chicago, IL 60603
773-553-1530
Contact Person: ~~Josh Edelman, Executive Officer~~ Carly Bolger, Executive Director, Office of New Schools and Programs

DESCRIPTION: The Charter Schools Law (105 ILCS 5/27A-1 et seq., as amended) provides that up to 30 70 charter schools may be operated in the city of Chicago. Proposals to operate charter schools are submitted to the Board for evaluation pursuant to the standards set forth in 105 ILCS 5/27A-8, and the Board convenes a public meeting to obtain information to assist in its decision to grant or deny each proposal and report its action to the Illinois State Board of Education. The State Board determines whether the approved charter school proposal and the proposed contract satisfy the provisions of the Charter Schools Law and, if so, certifies the charter school.

CHARTER APPLICATION PROPOSAL: The Henry Ford Power House Charter High School (Power House High) proposal was submitted by Henry Ford Academies of Illinois, NFP and received by the Board on September 5, 2006. Power House High will be an exemplary school that prepares all students for college and career success. The school's mission is to be a small school that sets high expectations for students not only academically but also professionally through hands-on learning programs that leverage a wide range of local resources to create thriving communities where education is everyone's responsibility. Through partnerships with local businesses and organizations, students will be interacting daily with adults and developing personal management capacity and maturity. The school is slated to open in the fall of 2008 serving 120 students in grade 9. In successive years, the school will add grades 10 - 12 and will serve up to 460 students in grades 9 - 12. The school will be located at 931 South Homan. Public hearings on Renaissance 2010 charter school submissions submitted in 2006, as required by statute, were held on July 21, 2006 and October 18, 2006. An additional public hearing was held on November 6, 2006. The cost of 120 students in 2008-09 will be approximately \$1,080,000. These budget figures are based on the revised per pupil funding amounts released on October 12, 2006.

In January 2008, the Henry Ford Academies of Illinois submitted a material modification to change the name of the Henry Ford Power House Charter High School to Henry Ford Academy: Power House Charter High School and b) to change the address of the school from 931 South Homan to 3415 W. Arthington.

In June 2009, the Henry Ford Academies of Illinois submitted a material modification to identify a new facility for the school at 931 S. Homan. A public hearing was held on July 8, 2009. The hearing was recorded and a summary report is available for review.

In March 2012, the Henry Ford Academies of Illinois submitted a material modification to phase out operations of the Henry Ford Academy: Power House Charter High School. Beginning in the fall of 2012, the school will not accept any new students. Students attending the school during the 2011-2012 school year will be allowed to continue attending through the 12th grade, with school operations being discontinued completely by June 30, 2015. To further facilitate this phase out, the current term of the charter school agreement is being extended from its current end date of June 30, 2013 to June 30, 2015, thus, a renewal of the charter and charter school agreement will not be considered. A public hearing on the phase out of Henry Ford Academy: Power House Charter High School was held on Monday, April 16, 2012. This hearing was recorded and a summary report is available for review.

CONTINGENT APPROVAL: The granting of a charter by the Board and the entering into a charter school agreement is contingent upon the ability of the team of the Henry Ford Power House Charter High School to meet benchmarks detailed by the Office of New Schools. These benchmarks were communicated to the school team on October 31, 2006, with deadlines to meet on February 15, 2007, March 30, 2007, and finally May 15, 2007. The Office of New Schools will oversee the enforcement of these deadlines. Failure to meet these deadlines may result in the rescission of the authority granted herein and denial of the charter application. A final review of this charter application is to be conducted by the Chief Executive Officer on or before May 15, 2007. This final review will be conducted to determine compliance with the terms indicated above.

TERM: Upon final review of this Charter proposal and approval from the Chief Executive Officer, the term of the Henry Ford Power House Charter High School charter and agreement shall commence July 1 2008 and end June 30, 204315.

AUTHORIZATION: Authorize the Chief Executive Officer to conduct a final review of this charter proposal and make a final determination on the granting of this charter based on the terms referred to above. Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement and amendment, which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to, site location, enrollment, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the Charter School Agreement and amendment. Authorize the Executive Director of the Office of New Schools and Programs to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification. ~~Authorize the General Counsel to further negotiate and execute any amendments to the Agreement as required by the Illinois State Board of Education~~

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

AFFIRMATIVE ACTION: Not applicable.

FINANCIAL: The financial implications will be addressed during the development of the ~~200812-200913~~ fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY0712 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

GENERAL CONDITIONS:

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

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

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

Ethics — The Board's Ethics Code adopted ~~June 23, 2004 (04-0623-P04)~~ May 25, 2011 (11-0525-PQ2), as amended from time to time shall be incorporated into and made a part of the agreement.

12-0425-EX5

**AMEND BOARD REPORT 09-1123-EX13
APPROVE THE GRANTING OF A CHARTER AND ENTERING INTO A CHARTER SCHOOL
AGREEMENT WITH EPIC ACADEMY INC.,
AN ILLINOIS NOT-FOR-PROFIT CORPORATION**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve the granting of a charter and entering into a Charter School Agreement with EPIC Academy Inc.

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

This April 2012 amendment is needed to increase the maximum enrollment at EPIC Academy Charter High School from 480 to 600 students. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

SCHOOL OPERATOR: EPIC Academy Inc.
8255 South Houston Avenue
Chicago, Illinois 60617
Phone: 773-535-7930
Contact Person: Carrie Stewart, Board Chair

CHARTER SCHOOL: EPIC Academy Charter High School
8255 S. Houston Avenue
Chicago, Illinois 60617
Phone: 773-535-7930
Contact Person: Matthew King, Principal

OVERSIGHT: Office of New Schools Portfolio Office
125 S. Clark, 5-10th Floor
Chicago, IL 60603
773-553-1530
Contact Person: ~~Jaime Guzman, Acting Executive Officer~~ Carly Bolger,
Executive Director, Office of New Schools and Programs

DESCRIPTION: The Charter Schools Law (105 ILCS 5/27A-1 et seq., as amended) provides that up to 70 charter schools may be operated in the city of Chicago. Proposals to operate charter schools are submitted to the Board for evaluation pursuant to the standards set forth in 105 ILCS 5/27A-8, and the Board convenes a public meeting to obtain information to assist in its decision to grant or deny each proposal and report its action to the Illinois State Board of Education. The State Board determines whether the approved charter school proposal and the proposed contract satisfy the provisions of the Charter Schools Law and, if so, certifies the charter school. This school operated as an existing public school during the 2009-2010 school year (Board Report 08-1022-EX17). This proposal to convert a public school to charter school status is consistent with Section 27A-8(b) of the Illinois Charter Schools Law.

CHARTER APPLICATION PROPOSAL: The EPIC Academy Charter High School (EPIC) proposal was submitted by EPIC Academy Inc. and received by the Board on August 10, 2009. EPIC's mission is to establish the educational community, resources, and supports necessary for urban high school students' personal growth into inspired and empowered individuals. Their students will unite leadership and academic skills to emerge as innovators that revolutionize society. Students' success in higher education and professional careers will enhance their positive community impact. As an Expeditionary Learning School/Outward Bound (ELS) school, EPIC will combine rigorous academic content and real world projects – learning expeditions – with active teaching and community service. The school will serve 240 students in grades 9-10 in the fall of 2010. In successive years, the school will grow one grade at a time, until reaching a capacity of 480 students in grades 9 – 12. The school will be located at 8255 S. Houston Avenue. Public hearings on Renaissance 2010 charter school submissions submitted in 2009, as required by statute, were held on September 10, 2009 and November 9, 2009.

In January 2012, EPIC Academy Inc. submitted a material modification to increase the maximum capacity enrollment at the school from 480 to 600 students. A public hearing on the proposed enrollment increase was held on Monday, April 16, 2012. This hearing was recorded and a summary report is available for review.

TERM: The term of the EPIC charter and agreement shall commence July 1, 2010 and end June 30, 2015.

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

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

AFFIRMATIVE ACTION: Not applicable.

FINANCIAL: The financial implications will be addressed during the development of the 20102-20113 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY102 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. ~~The cost of 240 students in 2010-2011 will be approximately \$1,835,280.00. These budget figures are based on the revised per pupil funding amounts for FY10.~~

GENERAL CONDITIONS:

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

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

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

Ethics — The Board's Ethics Code adopted June 23, 2004 (04-0623-P04), May 25, 2011 (11-0525-PO2) as amended from time to time shall be incorporated into and made a part of the agreement

President Vitale indicated that if there were no objections, Board Reports 12-0425-EX3 through 12-0425-EX5 with the noted abstention, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0425-EX3 through 12-0425-EX5 adopted.

12-0425-EX6

APPROVE THE GRANTING OF A CHARTER AND ENTERING INTO A CHARTER SCHOOL AGREEMENT WITH INSTITUTE FOR LATINO PROGRESS, INC., AN ILLINOIS NOT-FOR-PROFIT CORPORATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve the granting of a charter and entering into a Charter School Agreement with Institute for Latino Progress, Inc., an Illinois not-for-profit corporation for a five-year period. The Charter School Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this agreement is stated below.

SCHOOL OPERATOR: Institute for Latino Progress, Inc.,
2570 S. Blue Island Avenue
Chicago, Illinois 60608
Phone: 773-890-0055
Contact Person: Juan Salgado, President and Chief Executive Officer

CHARTER SCHOOL: Instituto Justice and Leadership Academy Charter High School
Location 2570 S. Blue Island Avenue
Phone: 773-890-0055
Contact Person: Cynthia Nambo, Principal

OVERSIGHT: Portfolio Office
125 S. Clark Street, 10th Floor
Chicago, IL 60603
773-553-1530
Contact Person: Carly Bolger, Executive Director, Office of New Schools and Programs

DESCRIPTION: The Charter Schools Law (105 ILCS 5/27A-1 et seq., as amended) provides that the City of Chicago may authorize up to but no more than 5 charter schools devoted exclusively to re-enrolled high school dropouts and/or students 15 or 16 years old at risk of dropping out. Such charter schools may operate up to 15 campuses within the City of Chicago. Proposals to operate charter schools are submitted to the Board for evaluation pursuant to the standards set forth in 105 ILCS 5/27A-8, and the Board convenes a public meeting to obtain information to assist in its decision to grant or deny each

proposal and report its action to the Illinois State Board of Education. The Illinois State Board of Education determines whether the approved charter school proposal and the proposed contract satisfy the provisions of the Charter Schools Law and, if so, certifies the charter school.

CHARTER APPLICATION PROPOSAL: The Instituto Justice and Leadership Academy Charter High School (Instituto Justice) proposal was submitted by Instituto for Latino Progress, Inc., and received by the Board on August 22, 2011. Instituto Justice is envisioned as an educational community center emphasizing full integration and participation of faculty, students, staff, parents and partners in decisions that shape the school's existence. Students take responsibility for their learning process and as they learn the meaning of being healthy physically, emotionally, and socially, they make better life choices as citizens and activists, while conveying such knowledge to their families, peers, educators, employers and extended community. The first campus named the Rudy Lozano Campus is slated to open at full capacity in the fall of 2012 serving 165 students in grades 9 through 12 at 2570 S. Blue Island Avenue. A public hearing, as required by statute, was held on April 16, 2012.

In addition, Instituto for Latino Progress, Inc. has requested authorization to open an additional campus in the fall of 2013 serving no more than 165 students in grades 9 through 12. The approval to open the additional campus in the fall of 2013 and the corresponding increase in enrollment are contingent upon Board approval, any required public hearings and an amendment to this Board Report approving the location of the campus.

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

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

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

AFFIRMATIVE ACTION: Not applicable.

FINANCIAL: The financial implications will be addressed during the development of the 2012-2013 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY12 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

GENERAL CONDITIONS:

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

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

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

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

12-0425-EX7

APPROVE THE ESTABLISHMENT OF CHICAGO EXCEL ACADEMY AND ENTERING INTO A SCHOOL MANAGEMENT AND PERFORMANCE AGREEMENT WITH CAMELOT SCHOOLS

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve the establishment of Chicago Excel Academy at a location to be determined, and approve entering into a School Management and Performance Agreement with Camelot Schools, for the operation of Chicago Excel Academy. A written School Management and Performance Agreement will be negotiated. The authority granted herein shall automatically rescind in the event a written School Management and Performance Agreement is not executed by the Board and the school operator within the time specified in an amended Board Report approving the site of the proposed school. Information pertinent to this matter is stated below.

SCHOOL OPERATOR: Camelot Schools
201 Lindenwood, Suite 211
Malvern, PA 19355
Phone: (215) 416-6739
Contact Person: Joseph Carter

CONTRACT SCHOOL: Chicago Excel Academy
Location to be determined
Phone: (215) 416-6739
Contact Person: Joseph Carter

OVERSIGHT: Portfolio Office
125 S. Clark, 10th Floor
Chicago, IL 60603
773-553-1530
Contact Person: Carly Bolger, Executive Director, Office of New Schools and Programs

DESCRIPTION:

School Designation: Pursuant to 105 ILCS 5/34-1.1, 105 ILCS 5/34-18(30) the Board's Renaissance Schools Policy, 07-0627-PO4, as amended ("Renaissance Policy"), and contingent upon subsequent Board approval as detailed below, Chicago Excel Academy will open in the fall of 2012 as a Contract School as described in the Renaissance Policy. The Board hereby designates the Chicago Excel Academy as a Contract School pursuant to 105 ILCS 5/34-2.4b

Public Hearing: A public hearing on the opening of Chicago Excel Academy as a Contract School was held on Monday, April 16, 2012 in the Board Chambers in accordance with the Renaissance Policy. The hearing was recorded and a summary report of the hearing is available for review.

Request for Proposals: In June 2011, the Office of New Schools and Programs issued a Request for Proposals to solicit responses from parties interested in operating schools to serve re-enrolled high school dropouts and students at risk of dropping out. Proposals to operate either a contract school or charter school were submitted by interested parties to the Board on August 22, 2011. Proposals were evaluated pursuant to the standards set forth in the Renaissance Policy. Proposals were reviewed by the Office of New Schools and Programs and a Comprehensive Evaluation Team and recommendations were submitted to the Chief Executive Officer based upon those reviews and evaluations.

Enrollment: Chicago Excel Academy will be a citywide school that will enroll students through testing to determine students' entry levels and interviews with Chicago Excel Academy team members, including the principal, to determine students' personal interests and commitment to obtaining a high school diploma. Students will be admitted on an ongoing basis provided that seats are available. If there will be more applicants than seats available, applicants will be placed on a waiting list and a random student admissions lottery will be conducted on a quarterly basis. Chicago Excel Academy will accept for enrollment up to 375 students in grades 9-12 who will be recruited by Chicago Excel Academy for placement with the assent of the Office of New Schools and Programs and/or its designee.

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

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

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

CONTINGENT APPROVAL: The granting of an agreement by the Board and the entering into a School Management and Performance Agreement are contingent upon any required subsequent public hearings and the approval of a school site. A final review of the contract school application will be conducted by the Chief Executive Officer on or before May 21, 2012. This final review will be conducted to determine compliance with the terms indicated above. The CEO's recommendation to approve the contract school application will be subject to Board approval as indicated by a subsequent amendment to this Board Report.

The site for the Chicago Excel Academy must be located in a high need community.

TERM: The term of the School Management and Performance Agreement shall commence July 1, 2012 and end June 30, 2017. Camelot Schools and Chicago Excel Academy's designation as a Renaissance Contract School will expire on June 30, 2017 unless renewed or terminated earlier by the Board

COMPENSATION: Camelot Schools will be paid on a per-pupil basis for the operation of Chicago Excel Academy.

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

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

AFFIRMATIVE ACTION: Not applicable.

FINANCIAL: The financial implications will be addressed during the development of the 2012-2013 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY12 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

PERSONNEL IMPLICATIONS: As a contract school, Camelot Schools will employ its own principal, teachers and staff.

GENERAL CONDITIONS:

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

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

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

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

12-0425-EX8

APPROVE THE ESTABLISHMENT OF A NEW EARLY COLLEGE SCIENCE, TECHNOLOGY, ENGINEERING AND MATH (STEM) HIGH SCHOOL TO BE KNOWN AS SOUTHWEST AREA ECSS

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve the establishment of a new Early College Science, Technology, Engineering and Math (STEM) High School to be known as Southwest Area ECSS. Southwest Area ECSS will be located at 7651 S. Homan Avenue.

A formal school name shall be assigned by the Board in accordance with the procedures identified for the naming of new schools in the Board's Policy on Naming and Re-Naming Schools (Board Report 03-0326-PO4).

Information sessions on this proposed high school were held on the following dates and places: March 14, 2012 at Lindblom High School, 6130 S. Wolcott Avenue, March 21, 2012 at Dawes Elementary School, 3810 W. 81st Place, March 21, 2012 at Hampton Elementary School, 3434 W. 77th Street, March 22, 2012 at Daley College, 7500 S. Pulaski Road, March 27, 2012 at Daley College, 7500 S. Pulaski Road, March 28, 2012 at Daley College, 7500 S. Pulaski Road, March 29, 2012 at Tarkington School, 3330 W. 71st Street, April 10, 2012 at Wrightwood Charter, 8130 S. California Avenue, and April 11, 2012 at Carroll/Rosenwald Specialty Elementary School, 2929 W. 83rd Street.

Description: Effective September 1, 2012, Southwest Area ECSS will open as an Early College STEM High School with an emphasis on Information Technology (IT) career development. The school will serve approximately 960 students with grades 9-12. The school will serve approximately 200 students in grade 9 in September 2012 and a grade will be added each year thereafter until the school serves grades 9-12

Enrollment: The Chief Executive Officer or his designee is directed to hold a special application process in spring 2012 for ninth grade seats at the school and to create two school overlay attendance areas for Southwest Area ECSS. The first of these overlays will be a neighborhood overlay, as defined by the Chief Executive Officer or his designee. The second will be a network overlay, defined as the Southwest Side High School Network.

For the spring 2012 application process, the Chief Executive Officer or his designee will hold an initial lottery for applicants who attended an information session and live within the neighborhood preference overlay. If all seats are not filled through this lottery, a second lottery will be held for applicants who attended an information session and live within the Southwest Side High School Network. If all seats are not filled through this second lottery, a third lottery will be held for applicants who attended an information session and live within the rest of the city. Finally, if all seats are not filled through these three lotteries, preferences for enrollment will be given to applicants who did not attend an information session and live within the neighborhood overlay, then to those that did not attend an information session and live within the Southwest Side High School Network, and then to those that did not attend an information session and live within the rest of the city.

Beginning with the 2013-2014 application year, the Southwest Area ECSS shall enroll students based on the guidelines set forth in the Office of Access and Enrollment's Options for Knowledge Guide.

Attendance Boundaries: Overlay attendance preference areas will be established for this school.

Curriculum: All students enrolled at Southwest Area ECSS will enroll in core academic coursework preparing them for postsecondary success. In addition, Career Technical Education (CTE) will work with postsecondary and corporate partners to integrate STEM and IT programming throughout coursework, with dual enrollment and college courses offered to all students.

Governance: Initially, Southwest Area ECSS will establish a transitional advisory body. A Local School Council with voting boundaries will be established in a timely manner pursuant to 105 ILCS 5/34-2.1c.

Personnel Implications: Southwest Area ECSS will be staffed in accordance with Board staffing formulas for all positions. Unique teacher training, professional development, skills, abilities, proficiencies, experience and qualifications may apply to some teacher positions and may be required for educational support personnel.

Financial: The financial implications will be addressed during the development of the 2012-2013 fiscal year budget.

President Vitale indicated that if there were no objections, Board Reports 12-0425-EX6 through 12-0425-EX8 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0425-EX6 through 12-0425-EX8 adopted.

12-0425-EX9

**AUTHORIZE PAYMENT OF STARTUP FUNDS TO AND APPROVE ENTERING INTO
DISBURSEMENT AND USE OF STARTUP FUNDS AGREEMENTS
WITH VARIOUS CHARTER AND CONTRACT SCHOOLS**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize payment of startup funds to and approve entering into disbursement and use of startup funds agreements with various charter and contract schools at a total aggregate cost not to exceed \$7,230,750. Written agreements for each Charter and Contract School are currently being negotiated. No payment shall be made to any Charter or Contract School prior to the execution of such Charter or Contract School's written agreement. The authority granted herein shall automatically rescind as to each Charter or Contract School in the event such Charter or Contract School's written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

CHARTER AND CONTRACT SCHOOLS:

- | | |
|---|--|
| <p>1. The Montessori Network, Inc
5248 N. Wayne
Chicago, IL 60640
Phone: 773-808-1921
Contact Person: Rita Nolan,
Executive Director
Disbursement Amount: \$421,780</p> | <p>2. UNO Charter School Network
954 W. Washington Boulevard
Chicago, IL 60607
Phone: 312-432-6301
Contact Person: Juan Rangel,
President
Disbursement Amount: \$2,506,860</p> |
|---|--|

- | | |
|--|--|
| <p>3. Catalyst Schools
5608 W. Washington
Chicago, IL 60644
Phone: 773-295-7001
Contact Person: Gordon Hannon,
Executive Officer
Disbursement Amount: \$1,117,900</p> | <p>4. L.E.A.R.N. Charter School, Inc
212 S. Francisco
Chicago, IL 60616
Phone: 826-0370
Contact Person: Greg White,
Executive Director
Disbursement Amount: \$548,250</p> |
| <p>5. Legal Prep Charter Academies, Inc.
702 S. Lytle Street, Unit 3S
Chicago, IL 60607
Phone: 312-375-9828
Contact Person: Samuel Finkelstein,
Board President and School Leader
Disbursement Amount: \$643,440</p> | <p>6. Noble Network of Charter Schools
1010 North Noble Street
Chicago, IL 60622
Phone: 773-862-1449
Contact Person: Michael Milkie,
Superintendent
Disbursement Amount: \$1,263,060</p> |
| <p>7. Camelot Schools
201 Lindenwood, Ste. 211
Malvern, PA 19355
Phone: 215-416-6739
Contact Person: Joseph Carter
Disbursement Amount: \$796,960</p> | |

OVERSIGHT: Office of New Schools and Programs
125 South Clark Street, 10th Floor
Chicago, Illinois 60603
Carly Bolger, Executive Director
773-553-1530

TERM: Each agreement shall commence on the date the agreement is signed and shall end on the earlier of either the date of disbursement of all funds or April 30, 2013. Schools will receive 75% of their total disbursements in FY12 and the remaining 25% of their total disbursement in FY13

USE OF FUNDS: The funds will be used for educational purposes such as purchasing textbooks, computers, furniture and security for new Contract Schools and new campuses of Charter Schools opening in Fall 2012.

OUTCOMES: Disbursement of funds will result in the complete preparation of classrooms and facilities for the start of the 2012 – 2013 school year.

COMPENSATION: Each Charter and Contract School shall receive the disbursement amount indicated above. The total amount to be paid to the Charter and Contract Schools shall not exceed the sum of \$7,230,750.

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

AFFIRMATIVE ACTION: Not applicable.

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

FINANCIAL: Charge to Office of New Schools: \$ 5,423,062 Fiscal Year: 2012
Charge to Office of New Schools: \$ 1,807,687.5 Fiscal Year: 2013
Budget Classification: 12670-115-55005-009546-005058 Source of Funds: General Fund

GENERAL CONDITIONS:

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

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

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

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

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

12-0425-ED1

**AMEND BOARD REPORT 11-1026-ED2
AMEND BOARD REPORT 11-0824-PR20
APPROVE ENTERING INTO AGREEMENTS WITH ISBE-APPROVED SUPPLEMENTAL
EDUCATIONAL SERVICE PROVIDERS**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various educational and instructional providers to provide Supplemental Educational Services (SES) to students attending NCLB-eligible schools at an aggregate cost not to exceed ~~\$51,000,000~~ **\$67,000,000**. Providers were identified on the Approved List of Supplemental Educational Service Providers for the 2011-2012 School Year issued by the Illinois State Board of Education as required under the No Child Left Behind Act. Written master agreements for each Provider's services are currently being negotiated. No services shall be rendered by any Provider and no payment shall be made to any Provider prior to the execution of such Provider's written master agreement. Information pertinent to these agreements is stated below.

This October 2011 amendment is necessary to: i) add 17 additional ISBE approved providers (#54 - #70 on the attached list), and ii) delete provider Risdon Enterprises, LLC (#40). This amended Board Report is also necessary to clarify that providers Educational Resources, Ltd. (#27) and Midwest Educational Resources, LLC (#36) are franchisees of Huntington Learning Centers, Inc. (#52). The agreement with Huntington Learning Centers, Inc. will cover services provided by these franchisees; separate contracts will not be required with these franchisees however, payments may be made directly to the franchisees. Written master agreements are required for each of the new providers and no services may be rendered by any new provider prior to execution of their agreement.

This April 2012 amendment is necessary to: i) provide a second wave of tutoring services to CPS students and revise the agreements to describe the tutoring services for the second wave, ii) update the user group contact information, iii) delete providers AK Learning Solution, Inc. d/b/a Sylvan Learning Center (#5) and Achieve Tutoring, LLC (#57), and iv) increase the not-to-exceed amount from \$51,000,000 to \$67,000,000. Written amendments to the master agreements are required.

USER INFORMATION :

Contact: **11375 - Academic Learning and Support**
125 S Clark
Chicago, IL 60603
Paik, Miss Susan Soohie
773-553-1565

Contact: **11375 - Academic Learning and Support**
125 S Clark
Chicago, IL 60603
Leon, Miss Wendy
773-553-2397

TERM:

The term of each agreement shall commence on the date that the agreement is signed and shall end June 30, 2012.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Supplemental Educational Services (SES) are a component of Title I of the Elementary and Secondary Education Act (ESEA) as reauthorized by the No Child Left Behind Act (NCLB) that provides additional academic instruction outside of the regular school-day to increase the academic achievement of students in low-performing schools. These services may include academic assistance such as tutoring, remediation and other educational interventions. SES must be consistent with the content and instruction of Chicago Public Schools and aligned with the Illinois State Board of Education's academic content standards. Providers will furnish SES in mathematics, reading and science, based on the scope of services developed and approved by the Illinois State Board of Education. Providers will provide tutoring and other high-quality academic enrichment services during non-school hours.

DELIVERABLES:

Deliverables will vary for each Provider. Department of Learning Supports will monitor receipt of the deliverables. Deliverables that are common to all of the Providers are:

- 1) A supplemental support program in reading, mathematics and/or science selected by parents.
- 2) Individualized or small group instruction through tutoring and other high quality academic enrichment services and instruction materials.
- 3) Assessment and feedback to schools and parents regarding progress of their children.

Parents of students who are eligible under the No Child Left Behind Act shall have the right to select any one of the Providers or the Chicago Public Schools to provide supplemental services to their child and notify the Department of Learning Supports of such selection. In the event parental requests for services exceed available resources, selections to receive services will be prioritized in accordance with district guidelines. Students to be served shall include students in the general population, students currently receiving specialized services, and English language learners who need additional support in order to be successful. All services will be rendered in accordance with the guidelines that the United States Department of Education and the Illinois State Board of Education have established.

OUTCOMES:

Providers' services will result in improved overall academic performance and increased achievement on standardized tests, improved student confidence and positive attitude through self-paced progress and achievement.

COMPENSATION:

Providers will be compensated on a cost per hour per student basis as identified in their respective agreements and based on invoices with supporting documentation validated at the school level. The total compensation payable to all Providers shall not exceed the aggregate amount of ~~\$51,000,000~~ **\$67,000,000**.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements and amendments. Authorize the President and Secretary to execute the agreements and amendments. Authorize the Director of Learning Supports to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

Pursuant to Section 5.2.3 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Plan), tuition-based programs and payments to other educational institutions are exempt from MBE/WBE review.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Source of Funds: No Child Left Behind (NCLB)

<u>11390-332-54125-290020-430127-2012</u>	<u>\$67,000,000.00</u>
11390-332-54125-290020-430127-2012	\$51,000,000.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

Ethics - The Board's Ethics Code adopted 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).

- | | |
|--|---|
| <p>1) Vendor # 69789
1 TO 1 TUTOR, LLC
2300 VALLEY VIEW LANE., STE 623
IRVING, TX 75062
Ray Narayan
866-993-2263</p> | <p>6) Vendor # 63184
ALL CHILDREN CAN LEARN, INC
4748 SOUTH WOODLAWN AVE., #2E
CHICAGO, IL 60615
Kimberly Jefferson
-</p> |
| <p>2) Vendor # 12863
A+ TUTORING SERVICE, LTD.
7650 CURRELL BLVD. STE 250
WOODBURY, MN 55125
Bonnie Vander Vegte
651-738-0149</p> | <p>7) Vendor # 33506
ALTERNATIVES UNLIMITED, INC.
3670 NORTH RANCHO DR., STE 101
LAS VEGAS, NV 89130
Lisa Platt
-</p> |
| <p>3) Vendor # 91718
ACCURACY TEMPORARY SERVICES, INC
DBA ATS PROJECT SUCCESS
20674 HALL RD.
CLINTON TOWNSHIP, MI 48038
Renee Weaver-Wright
586-465-9474</p> | <p>8) Vendor # 63183
Academic Advantage, The
954 WEST WASHINGTON BLVD., STE 620
CHICAGO, IL 60607
Blake Kaplan
312-850-3000</p> |
| <p>4) Vendor # 30001
AFRICAN AMERICAN IMAGES, INC
P.O. BOX 1799
CHICAGO HEIGHTS, IL 60412
Dr. Jawanza Kunjufu
708-672-4909</p> | <p>9) Vendor # 12497
BABBAGE NET SCHOOL
5940 WEST TOUHY AVE, STE 200
NILES, IL 60714
Sheila Kassam
631-642-2029</p> |
| <p>5) Vendor # 63217
AK LEARNING SOLUTION, INC DBA SYLVAN
LEARNING CENTER
6183 NORTH LINCOLN AVENUE
CHICAGO, IL 60659
Dawn Rendell
=</p> | <p>10) Vendor # 36033
BLACK STAR PROJECT, THE
3509 S. KING DRIVE., STE 2B
CHICAGO, IL 60653
Phillip Jackson
773-285-9600</p> |

- | | |
|--|--|
| <p>11) Vendor # 66021
BRAIN HURRICANE, LLC
1 EAST ERIE ST., #480
CHICAGO, IL 60611
Sara Rosales
312-577-0066</p> | <p>16) Vendor # 96618
CARTER, REDDY & ASSOCIATES, INC
24123 GREENFIELD RD. STE 307
SOUTHFIELD, MI 48075
Raahul Reddy
866-903-7323</p> |
| <p>12) Vendor # 38684
BRAINFUSE, INC
271 MADISON AVENUE, 3RD FLOOR
NEW YORK, NY 10016
Alex Sztuden
212-481-4870</p> | <p>17) Vendor # 14964
CENTRAL STATES SER
3948 W 26TH ST., STE. 213
CHICAGO, IL 60623
Guadalupe Preston
773-542-9030</p> |
| <p>13) Vendor # 85081
BREAKTHROUGH URBAN MINISTRIES INC
P.O. BOX 47200
CHICAGO, IL 60647
Marcie Curry
773-722-1144</p> | <p>18) Vendor # 91303
CHESS ACADEMY LLC DBA HO MATH AND
CHESS OF ILLINOIS
5825 WEST PATTERSON AVE.
CHICAGO, IL 60634
John P. Buky
773-414-2967</p> |
| <p>14) Vendor # 42462
BRILLIANCE ACADEMY OF MATH AND
ENGLISH
5940 WEST TOUHY., STE 200
NILES, IL 60714
Schella Kassam
877-959-7464</p> | <p>19) Vendor # 36703
CHICAGO KIDS TEK, INC. DBA CHITUTORSZ
P.O. BOX 535
FLOSSMOOR, IL 60422
Cristen Brown-Ray
312-243-9298</p> |
| <p>15) Vendor # 23525
CAMBRIDGE EDUCATIONAL SERVICES
2860 S. RIVER RD.
DES PLAINES, IL 60018
John Kim
847-299-2930</p> | <p>20) Vendor # 42465
CLUB Z! IN-HOME TUTORING SERVICES,
INC
15310 AMBERLY DRIVE., STE 185
TAMPA, FL 33647
Carolyn Marie Walden
800-434-2582</p> |

- | | |
|--|---|
| <p>21) Vendor # 69747
CLH ENTERPRISES, LLC DBA COLLEGE NANNIES + TUTORS
3090 NORTH LAKE TER.
GLENVIEW, IL 60026
Laura Horwitz
847-998-5657</p> | <p>26) Vendor # 69723
EDUCATION MASTERS ILLINOIS
500 LAKE COOK RD., STE 350
DEERFIELD, IL 60015
Miriam Standish
877-505-3636</p> |
| <p>22) Vendor # 81399
COMP ED II Inc
1226 SOUTH BLUE ISLAND AVENUE
CHICAGO, IL 60608
Byung-In Seo
-</p> | <p>27) Vendor # 85085
EDUCATIONAL RESOURCES, LTD.
12531 LUCILLE LANE
PALOS PARK, IL 60464
Beth Brodecki
708-226-0422</p> |
| <p>23) Vendor # 69748
COOL KIDS LEARN, INC
7975 NW 154TH STREET., STE 350
MIAMI LAKES, FL 33016
Clifford Brazier
800-959-0255</p> | <p>28) Vendor # 69791
GROWING SCHOLARS EDUCATIONAL CENTER
2061 W HWY 50
FAIRVIEW HEIGHTS, IL 62208
Anetrise C. Jones
618-628-4769</p> |
| <p>24) Vendor # 68924
EDISONLEARNING, INC
485 LEXINGTON AVENUE 2ND FL
NEW YORK, NY 10017
Traci Koon
-</p> | <p>29) Vendor # 89692
HOLY FAMILY MINISTRIES
3415 WEST ARTHINGTON
CHICAGO, IL 60624
Susan Work
773-273-6013</p> |
| <p>25) Vendor # 76718
EDUCATE ONLINE
1001 FLEET STREET, 8TH FLR.
BALTIMORE, MD 21202
David Blair
410-843-2672</p> | <p>30) Vendor # 97955
IMAGINE LEARNING
191 RIVER DRIVE.
PROVO, UT 84604
Ana Gomez
866-377-5071</p> |

- | | |
|---|---|
| <p>31) Vendor # 69790
INNOVADIA, LLC
20920 COMMUNITY STREET., UNIT 8
CANAGO PARK, CA 91304
Amit Janweja
818-310-5677</p> | <p>36) Vendor # 69746
MIDWEST EDUCATIONAL RESOURCES, LLC
3735 PARADOR DRIVE
NAPERVILLE, IL 60564
Carter P. Risdon
773-425-8102</p> |
| <p>32) Vendor # 69743
KCI ENTERPRISES, INC
8012 BONHOMME, STE 303
CLAYTON, MO 63105
Karen Carroll
314-721-6222</p> | <p>37) Vendor # 46666
NON-PUBLIC EDUCATIONAL SERVICES, INC
27 CONGRESS STREET., STE 310
SALEM, MA 01970
Rochelle Schneickert
978-741-7161</p> |
| <p>33) Vendor # 69744
LEARN-IT SYSTEMS, LLC
2201 OLD COURT RD.
BALTIMORE, MD 21208
Raquel Whiting Gilmer
410-369-0000</p> | <p>38) Vendor # 91415
ORION'S MIND LLC
1452 WEST WILLOW AVE.
CHICAGO, IL 60642
Adam Paris
-</p> |
| <p>34) Vendor # 97937
LITERACY FOR ALL, INC
22223 WEST WHITE PINE RD.
KILDEER, IL 60047
Jeannie Gallo
847-438-0395</p> | <p>39) Vendor # 20824
PROGRESSIVE LEARNING
2525 MICHIGAN AVE., BLDG G8 UNIT 6
SANTA MONICA, CA 90404
Ralph Fagen
310-315-1440</p> |
| <p>35) Vendor # 85052
MAINSTREAM DEVELOPMENT
EDUCATIONAL GROUP
4680 WEST BRADLEY RD., STE 203
BROWN DEER, WI 53223
Ralph Beverly
414-371-9724</p> | <p>40) Deleted</p> |
| | <p>41) Vendor # 95149
SCHOLARS FOR THE 21ST CENTURY, LLC
3124 WEST 141ST STREET
BLUE ISLAND, IL 60406
Yvonne Burks
-</p> |

- | | |
|---|---|
| <p>42) Vendor # 88850
SCHOOL SERVICE SYSTEMS
444 EAST ROOSEVELT RD. #111
LOMBARD, IL 60148
Rob Lee
773 301-5768</p> | <p>47) Vendor # 42485
TRAIN UP A CHILD/ THE HOMEWORK
MASTERY CENTER
12508 PAYTON
DETROIT, MI 48224
Ruth Lawton
-</p> |
| <p>43) Vendor # 98620
SES OF ILLINOIS INC
760 NORTH FRONTAGE RD., STE 102 + 103
WILLOWBROOK, IL 60527
Mark Fiebig
-</p> | <p>48) Vendor # 76707
TUTORIAL SERVICES, INC
166 SOUTH INDUSTRIAL DRIVE.
SALINE, MI 48176
Tom Allor
313-292-2076</p> |
| <p>44) Vendor # 91707
SMART KIDS, INC
556 WEST 31ST STREET
CHICAGO, IL 60616
Dan Gonzales
312-225-3838</p> | <p>49) Vendor # 36646
UNITY PARENTING & COUNSELING, INC.
600 WEST CERMAK RD, STE #300
CHICAGO, IL 60616
Flora Koppel
312-455-0007</p> |
| <p>45) Vendor # 68385
SPC CONSULTING, LLC
737 NORTH MICHIGAN AVE., STE 1925
CHICAGO, IL 60611
Nely Bergsma
312-306-9996</p> | <p>50) Vendor # 36928
UNPARALLELED SOLUTIONS, INC
8136 OLD MILL RD.
FRANKFORT, IL 60423
Venetia Clark
708-642-8170</p> |
| <p>46) Vendor # 69749
SUPERIOR CHICAGO TUTORING
778 FRONTAGE RD., STE 107
NORTHFIELD, IL 60093
Dr. Phyllis Myers
847-501-3361</p> | <p>51) Vendor # 76712
SPANISH LEARNING CENTER, INC
2923 S. Archer Street
CHICAGO, IL 60608
Alma Valdes
866 893-5501</p> |

- | | |
|---|--|
| <p>52) Vendor # 25233
HUNTINGTON LEARNING CENTERS, INC.
496 KINDERKAMACK RD.
ORADELL, NJ 07649
Ariana Junco
201 261-8400X513</p> | <p>57) Vendor # 89793
ACHIEVE TUTORING, LLC
7735 ORA COURT
GREENBELT, MD 20770
Demond Moy
301 982-3355</p> |
| <p>53) Vendor # 10200
BOARD OF EDUCATION OF THE CITY
125 SOUTH CLARK STREET
CHICAGO, IL 60603
Carolina Ortega
000 000-0000</p> | <p>58) Vendor # 63180
ADELANTE EDUCATIONAL SERVICES, LLC
22601 SUMMERFIELD
MISSION VIEJO, CA 92692
Glen Hatton
800 944-6129</p> |
| <p>54) Vendor # 49905
1-ON-1 LEARNING WITH LAPTOPS
5777 W. CENTURY BLVD., SUITE 302
LOS ANGELES, CA 90045
Robert Maxwell
877 588-8677</p> | <p>59) Vendor # 91588
CENTER OF HIGHER DEVELOPMENT
3515 SOUTH COTTAGE GROVE
CHICAGO, IL 60653
Quiana Gillespie
312 749-8992</p> |
| <p>55) Vendor # 12816
3 to 1 LEARNING DBA SHOULDER
LEARNING INC. FKA/ KNOWLEDGE POINTS
(BIG SHOULDER LEARNING, INC.
924 W MONTANA
CHICAGO, IL 60614
Tom Koleno
773 309-8665</p> | <p>60) Vendor # 49909
DATAMATICS INC. DBA ACHIEVE HIGH
POINTS
3505 DULUTH PARK LANE, STE 210
DULUTH, GA 30096
Devina Singh
770 623-6969</p> |
| <p>56) Vendor # 49904
A BETTER GRADE, INC.
13665 KEEFE AVE.
BROOKFIELD, WI 53005
Marianne Grierson
262 783-7871</p> | <p>61) Vendor # 37013
D.K.Y. DEVELOPERS
19912 EVERETT LANE
MOKENA, IL 60448
Dorothy Appiah
708 479-3701</p> |

- | | |
|--|--|
| <p>62) Vendor # 63123
EMPOWERMENT LEARNING SERVICES.
LLC
5105 EAST SAHARA AVE., STE 144
LAS VEGAS, NV 89142
Sue Goodman
702 388-4357</p> | <p>67) Vendor # 79770
ROCKET LEARNING PARTNERS, LLC
1048 WEST 37TH STREET., STE 303
CHICAGO, IL 60609
Reginald Richardson
786 228-7756</p> |
| <p>63) Vendor # 49927
GRADECRACKER LLC
2117, 138TH AVE, SE
BELLEVUE, WA 98005
Thanjavur Manavalan
425 738-0015</p> | <p>68) Vendor # 63216
L.E.A.P.S LEARNING
1800 HARTMANN DRIVE
SCHAUMBURG, IL 60193
Eric Howard
877 267-1036</p> |
| <p>64) Vendor # 91055
INNOVATIVE EDUCATIONAL PROGRAMS
DBA LEARNING ALLIANCES
287 CHILDS RD.
BASKING RIDGE, NJ 07920
Gerry Galderisi
908 630-9600</p> | <p>69) Vendor # 70187
LAUREATE LEARNING CENTER, INC.
115 COMMERE DRIVE, STE E
FAYETTEVILLE., GA 30214
Carla B. Jones
877 719-5445X4</p> |
| <p>65) Vendor # 49908
JEREMI LEARNING ILLINOIS, INC
2441 ATHENS ROAD
OLYMPIA FIELDS, IL 60461
Sandra Dafiaghor
219 852-6224</p> | <p>70) Vendor # 70186
100 SCHOLARS
1705 S. CAPITAL OF TEXAS, STE 130
AUSTIN, TX 78746
Michael Flowers
866 355-7221</p> |
| <p>66) Vendor # 33513
REACH FOR TOMORROW
13888 LEWIS MILL WAY
CHANTILLY, VA 20151
Peter Underwood
703 818-1425</p> | |

12-0425-ED2

AMEND BOARD REPORT 09-0624-ED18
APPROVE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CHICAGO FOR SERVICES RELATING TO THE EDUCATION AND SCREENING FOR THE SEXUALLY TRANSMITTED INFECTIONS PROJECT

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an Intergovernmental Agreement (IGA) with The City of Chicago to have the Chicago Department of Public Health ("CDPH") provide school-based education, testing, treatment and referrals ("Services") relating to the Sexually Transmitted Infections ("STI") Project ("Project") to CPS high school students. The authority granted herein shall automatically rescind in the event a written option agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This April 2012 amendment is necessary to (i) amend the term of each option period from twelve (12) months to a term of three (3) years each, (ii) update the name of the User, and (iii) amend the responsibilities of parties including recruitment and subcontracting of healthcare providers, provision of required patient consent forms and HIPAA authorization forms, electronic program reporting, and provision of space. A written amendment to the IGA is required. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 120 days of the date of this amended Board Report.

AGENCY: City of Chicago
Chicago Department of Public Health
333 S. State Street
Chicago, IL 60603

Contact: Health Commissioner
Phone: 312-747-9872

USER: Chief Education Office
125 S. Clark St. Suite 800
Chicago, IL 60603

Contact: Chief Health Officer
Phone: 773-553- 1877

PROJECT DESCRIPTION: According to the Centers for Disease Control and Prevention ("CDC") there are 19 million sexually transmitted infections reported each year. Cook County, Illinois ranks first among all counties in the United States for reported cases of gonorrhea and second for reported cases of chlamydia, with the majority of the burden of disease occurring among teens and adolescents. The majority of the STI cases were reported among adolescents aged 13-24 years in Chicago. These infections can progress to serious reproductive and other health problems with both short-term and long-term consequences. The goal of this project is to reduce the transmission of sexually transmitted infections among Chicago adolescents. The Sexually Transmitted Infections Project was authorized on June 24, 2009 and an agreement was executed on June 7, 2010 between the Chicago Department of Public Health ("CDPH") and the Board.

CDPH and the Board will collaborate to offer prevention education, urine-based testing for gonorrhea and Chlamydia, treatment and referrals for high school students. The Board will inform students' parents and legal guardians about the Project by letter and through informational Local School Council ("LSC") meetings held prior to commencing Project activities within their child's school. The Services will consist of CDPH providing school-based education, testing for gonorrhea and Chlamydia, treatment and referrals.

Services provided by the City through CDPH under the agreement will be provided at no charge to the Board or to CPS students or their families.

TERM: The term of this agreement shall commence on the date the agreement is signed and shall end twenty-four (24) months thereafter. This agreement shall have three (3) options to renew for periods of ~~twelve (12) months~~ three (3) years each.

RESPONSIBILITIES OF PARTIES:

- A. CDPH Responsibilities shall include the following.
 1. Collaborate with CPS to identify participating schools;
 2. Meet with school administration and upon request conduct parent and staff informational meetings prior to commencing Project activities at each participating school.
 3. Work with CPS to ensure that each school has a written plan that details the following (a) Date of Project commencement; (a) date of Project commencement, (b) date scheduled for the LSC meeting where the LSC members and students' parents/guardians will be informed about the Project; (c) date that the parent letters will be sent home, (d) grade levels and number of students targeted; (e) designated CPS site leader; (f) site logistics including bathrooms and other space needs; (g) STI testing date(s) ; (h) date that CDPH will provide the STI testing and treatment, if any; and (j) the date and location where treatment will be dispensed.

4. Recruit and subcontract with individuals who are certified to provide STI testing in the State of Illinois, and provide certificate numbers and other information for these individuals.
 5. Ensure that all staff and subcontractors assigned to provide Project services in a CPS school are free from tuberculosis and agree to submit to fingerprint based background checks conducted by the Board's agent.
 6. Supply all materials necessary to execute the Project including supplying a testing kit for each participating student. Each testing kit will be presented in a brown bag that will contain the following items: ~~student letter, a one page summary of the Project, instructions,~~ a specimen collection consent form, student contact form, a urine specimen cup, and educational information on STI and other public health services.
 7. Provide a 20-30 minute educational session to students prior to their participation in the Project;
 8. Staff a telephone line for a specified period of time that will be utilized to provide test results to students and referrals for treatment, if needed; and
 9. Supply all necessary treatment medication at no cost to the CPS, the student or parent
 10. Recruit and subcontract with healthcare providers who are licensed to practice in the State of Illinois ("Healthcare Providers") and provide license number and other information for these individuals.
 - a. Ensure that all staff and subcontractors assigned to provide Project services in a CPS school are free from tuberculosis and agree to submit to fingerprint based background checks conducted by the Board's agent;
 - b. Submit proof (i.e. Certificate of Insurance) documenting that the Commercial General Liability Insurance requirement has been completed and that the Board of Education has been named as an additional insured, and
 11. Submit proof of the provider's Certificate of Professional Liability Insurance, Print and deliver to the Board the required patient consent forms and HIPAA authorization forms
 12. Submit a monthly electronic program report in a format as mutually agreed upon between the Board and CDPH.
- B. Board Responsibilities shall include the following:
1. Promote the Project and CDPH services to CPS principals and staff by advertising the Project, distributing Project Guidelines, instructional materials, and other information regarding the available CDPH Project services;
 2. Give school principals specific information on how their school and students can participate in the Project.
 3. Provide Program promotional materials, student instructions, parent and LSC letters and consent forms; and
 4. Provide appropriate space for Project activities within the participating schools, and appropriate supervision of participating students during onsite screenings as mutually agreed upon between the Board and CDPH.

CONTRIBUTION: No cost to the Board

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement and amendment, including a cross indemnification provision. Authorize the President and Secretary to execute the agreement and amendment. Authorize the Chief Health Officer to execute all ancillary documents required to administer or effectuate this agreement

AFFIRMATIVE ACTION: Pursuant to Section 5.2.4 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this intergovernmental agreement is exempt from MBE/WBE review.

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

FINANCIAL: Not applicable.

GENERAL CONDITIONS:

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

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

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

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

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

12-0425-ED3

**APPROVE EXERCISING THE FIRST OPTION TO RENEW THE INTERGOVERNMENTAL
AGREEMENT WITH THE CITY OF CHICAGO FOR SERVICES RELATING TO THE EDUCATION AND
SCREENING FOR THE SEXUALLY TRANSMITTED INFECTIONS PROJECT**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the Intergovernmental Agreement (IGA) with The City of Chicago to provide school-based education, testing, treatment and referrals ("Services") relating to the Sexually Transmitted Infections ("STI") Project ("Project") to Chicago Public School students in designated grades through the Chicago Department of Public Health ("CDPH") at no cost to the Board. A written agreement exercising this option is currently being negotiated. The authority granted herein shall automatically rescind in the event a written option agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this option agreement is stated below.

AGENCY: City of Chicago
Chicago Department of Public Health
333 S. State Street
Chicago, IL 60603

Contact: Health Commissioner
Phone: 312-747-9872

USER: Chief Education Office
125 S. Clark St. Suite 800
Chicago, IL 60603

Contact: Chief Health Officer
Phone: 773-553-1877

PROGRAM DESCRIPTION: According to the Centers for Disease Control and Prevention ("CDC") there are 19 million sexually transmitted infections reported each year. Cook County, Illinois ranks first among all counties in the United States for reported cases of gonorrhea and second for the reported cases of chlamydia, with the majority of the burden of disease occurring among teens and adolescents. The majority of the STI cases were reported among adolescents aged 13-24 years in Chicago. These infections can progress to serious reproductive and other health problems with both short-term and long-term consequences. The goal of this project is to reduce the transmission of sexually transmitted infections among Chicago adolescents. The Sexually Transmitted Infections Project was authorized on June 24, 2009 and an agreement was executed on June 7, 2010 between the Chicago Department of Public Health ("CDPH") and the Board to offer prevention education, urine-based testing for gonorrhea and Chlamydia, treatment and referrals for high school students.

The Board will inform students' parents and legal guardians about the Project by letter and upon request through Local School Council ("LSC") meetings held prior to implementing the Project activities within their child's school. The Services will consist of CDPH providing school-based education, testing for gonorrhea and Chlamydia, treatment and referrals.

Services will be provided at no charge to the Board or to CPS students or their families.

ORIGINAL AGREEMENT: The original agreement (authorized by Board Report (09-0624-ED18)) is for a term commencing on the date the agreement was signed and shall end three (3) years thereafter, with the Board having three (3) options to renew for periods of one (1) year each. The original Board Report is being amended at the April 2012 Board meeting to change the option periods from one-year periods to three year periods.

OPTION PERIOD: The first option to renew is being exercised for a renewal term of three (3) years commencing June 7, 2012 and ending June 6, 2015.

OPTION PERIODS REMAINING: There are two (2) additional option periods of three (3) years each remaining.

RESPONSIBILITIES OF PARTIES:

- A. CDPH and Health Provider Responsibilities shall include the following.
 - a. Collaborate with CPS to identify participating schools;
 - b. Meet with school administration and upon request conduct parent and staff informational meetings prior to commencing Project activities at each participating school;
 - c. Work with CPS to ensure that each school has a written plan that details the following:
 - i. Date of Project commencement;
 - ii. Date scheduled for the LSC meeting where LSC members and students' parents/guardians will be informed about the Project as requested;
 - iii. Date that the parent/guardian letters will be sent home;
 - iv. Grade levels and number of students enrolled;

- v. Designated CPS site leader;
- vi. Site logistics including bathrooms and other space needs.
- vii. Date that CDPH or Health Provider will provide testing results.
- viii. Information concerning CDPH staff and subcontractors providing STI testing and treatment, if any, and the date and location where treatment will be dispensed.
- d. Recruit and subcontract with individuals who are certified to provide STI testing in the State of Illinois, and provide certificate numbers and other information for these individuals.
 - i. Ensure that all staff and subcontractors assigned to provide Project services in a CPS school are free from tuberculosis and agree to submit to fingerprint based background checks conducted by the Board's agent.
- e. Recruit and subcontract with healthcare providers who are licensed to practice in the State of Illinois ("Healthcare Providers") and provide license number and other information for these individuals;
 - i. Ensure that all staff and subcontractors assigned to provide Project services in a CPS school are free from tuberculosis and agree to submit to fingerprint based background checks conducted by the Board's agent.
 - ii. Submit proof (i.e. Certificate of Insurance) documenting that the Commercial General Liability Insurance requirement has been completed and that the Board of Education has been named as an additional insured, and
 - iii. Submit proof of the provider's Certificate of Professional Liability Insurance.
- f. Supply all materials necessary to execute the Project including supplying a testing kit for each participating student. Each testing kit will be presented in a brown bag that will contain the following items: a specimen collection consent form, student contact form, a urine specimen cup, and educational information on STI and other public health services.
- g. Print and deliver to the Board the required patient consent forms and HIPAA authorization forms.
- h. Provide a 20-30 minute educational session to students prior to their participation in the Project.
- i. Staff a telephone line for a specified period of time that will be utilized to provide test results to students and referrals for treatment, if needed, and
- j. Supply all necessary treatment medication at no cost to the CPS, the student or parent.
- k. Submit a monthly electronic program report in a format as mutually agreed upon between the Board and CDPH.

B. Board Responsibilities shall include the following:

- a. Promote the Project and CDPH services to CPS principals and staff by advertising the Project, distributing Project Guidelines, instructional materials, and other information regarding the available CDPH Project services.
- b. Give school principals specific information on how their school and students can participate in the Project.
- c. Provide Program promotional materials, student instructions, parent and LSC letters, and
- d. Provide space for Project activities within the participating schools, and appropriate supervision of participating students during onsite screenings as mutually agreed upon between the Board and CDPH.

CONTRIBUTION: No cost to the Board.

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

AFFIRMATIVE ACTION: Pursuant to Section 5.2.4 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this intergovernmental agreement is exempt from MBE/WBE review.

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

FINANCIAL: 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).

12-0425-ED4

**APPROVE ENTERING INTO AN AGREEMENT WITH ROI LABS, LLC
TO CREATE COLLEGE AND CAREER READINESS TOOLKITS
AND ENTERING INTO A LIMITED LICENSE AGREEMENT WITH W.K. KELLOGG FOUNDATION**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with ROI Labs, LLC (Company) for the Board of Education of the City of Chicago (Contractor/Board) to produce College and Career Readiness Toolkits for a fee in the amount of \$439,215. Approve entering into a License Agreement with W.K. Kellogg Foundation (Licensor/Foundation), who will own the intellectual property rights to the toolkits and grant the Board a three year no cost license to use the toolkits. Written agreements are being negotiated. The authority granted herein shall automatically rescind in the event these agreements are not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below

Company: **ROI Labs, LLC**
640 North LaSalle Boulevard, Suite 490
Chicago, Illinois 60654
Attention: Angela Cobb
Telephone No : 312-787-8787

Contractor/Board:
Board of Education of the City of Chicago
125 South Clark St, 12th Floor
Chicago, Illinois, 60603
Attention: Leslie Beller, Office of Pathways to College and Career
Telephone No.: 773-553-2476

Licensor: **W.K Kellogg Foundation**
One Michigan Ave. East
Battle Creek, MI 49017
Attention: Susan Katz Froning
Telephone No.: 262/969-2144
Fax: 269/969-2118

BACKGROUND INFORMATION: The Chicago Public Schools was selected as one of four national partners for the New Options Project, a social venture project managed by ROI Labs, LLC on behalf of the W.K. Kellogg Foundation. Chicago Public Schools was selected for participation based on its success in creating and adopting college and career readiness assessments, in particular the Employability Assessment. CPS successfully launched the assessment in 2010 to over 60 schools and has since expanded usage to over 175 community based organizations. The Board will produce two college and career readiness toolkits for ROI Labs, LLC (an Employability Assessment Toolkit and the Youth Human Capital Toolkit) for a fee of \$439,215. The W.K. Kellogg Foundation will own the intellectual property rights to all materials developed and will grant the Board a limited license to use the materials at no cost

TERM: The term of the independent contractor agreement with ROI Labs, LLC shall commence on the date of execution of the agreement ("Effective Date") and shall end twelve (12) months after the Effective Date.

The term of the license agreement with the W.K. Kellogg Foundation shall be executed simultaneously with the ROI Agreement and shall grant the Board a no-fee limited license to use the toolkits for a term commencing on the date of execution of the license agreement ("Effective Date") and ending on December 31, 2016.

SCOPE OF SERVICES TO BE PROVIDED BY BOARD: The Board will develop two youth college and career development toolkits for Company and Licensor. This project is being funded with direct or indirect funding from the W.K. Kellogg Foundation and therefore, the Foundation will maintain the intellectual property rights to all materials developed and grant the Board a limited no-fee license for use of both toolkits for a term commencing on the Effective Date and ending on December 31, 2016. The toolkits are described below:

- Develop Employability Assessment Toolkit: This toolkit will support the scale of the Employability Assessment, a 21st century college and career readiness assessment targeting social/employability skills. This assessment was originally built pro-bono for Chicago Public Schools by the Chicago Workforce Investment Council in 2010. Board has authorization from the Chicago Workforce Investment Council to develop a toolkit incorporating the Assessment
- Develop Youth Human Capital Toolkit: The Youth Human Capital Toolkit will translate college and career readiness skills into an employer engagement and marketing tool to increase skill-based hiring of youth.

DELIVERABLES TO BE PROVIDED BY BOARD: The Board will develop and produce toolkits that will include the following:

- **EMPLOYABILITY ASSESSMENT TOOLKIT DELIVERABLES**
 - Literature review on social-cognitive skills development
 - Assessment adoption tools and processes aligned to 5 youth development areas
 - Comprehensive directions on scoring the assessment and using assessment data
 - Skills building curricular resources for classroom/program use
 - Evaluation technical reports establishing assessment's internal consistency, inter-rater reliability and validity
- **YOUTH HUMAN CAPITAL TOOLKIT DELIVERABLES:**
 - Human Capital Calculator: A data analysis toolkit for measuring the human capital value of young adults which is a weighted formula for measuring the human capital value of students based on core college and career readiness skills rather than the singular metric of receiving a high school diploma

OUTCOMES: The development of the Employability Assessment Toolkit will result in an increase in adoption of the Employability Assessment thereby increasing students' college and career readiness and social/employability skills deemed critical for college and career success. The development of the Youth Human Capital Toolkit will result in increased awareness of student skills within the Chicago employment market, thereby increasing CPS student employment options and opportunities.

BOARD COMPENSATION: CPS shall be paid a fee of \$439,215 payable in installments based upon completion of project milestones as set forth in the ROI agreement.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreements, including any indemnities to be provided to ROI Labs, LLC and the W K Kellogg Foundation. Authorize the President and Secretary to execute the agreements. Authorize the Chief Education Officer to execute all ancillary documents required to administer or effectuate these agreements.

FINANCIALS: CPS shall be paid \$439,215 for development of the toolkits and related services.

Credit: 13725-115-45145-000000-000000-2012

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.

12-0425-OP1

FINAL

AMEND BOARD REPORT 08-0723-0P1
APPROVE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH
THE CITY OF CHICAGO AND THE PUBLIC BUILDING COMMISSION REGARDING
THE CONVEYANCE OF LAND ADJOINING INTER-AMERICAN SCHOOL
IN EXCHANGE FOR TITLE AND USE OF NEW GARAGE SPACE FOR INTER-AMERICAN SCHOOL

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION

Approve entering into an Intergovernmental Agreement (IGA) with the City of Chicago (City) and the Public Building Commission of Chicago (PBC) regarding the conveyance of land adjoining the Inter-American School located at 851 W. Waveland Avenue and the use for a new garage space for the Inter-American School. A written IGA regarding this matter is currently being negotiated. The authority granted herein shall automatically rescind in the event an IGA is not executed within 120 days of the date of this Board Report. Information pertinent to this IGA is stated below.

This April 2012 amendment is necessary because the PBC will be conveying title to the Board Garage to the City of Chicago in Trust for Use of Schools. The Board (City in Trust for Use of Schools) will receive title to the Board Garage instead of a permanent easement. The City will maintain and repair the Board Garage pursuant to a maintenance agreement with the Board. A written amendment to the IGA is required.

PARTIES: Board of Education
 125 S. Clark Street Chicago, IL 60603
 Contact: Liza Balistreri Senior Real Estate Advisor
 Phone: (773) 553-2901
~~Lori J. Woodman, Director of Real Estate~~
~~Phone: 773-553-2922~~

Public Building Commission
 Richard J. Daley Center
 50 W. Washington, Room 200
 Chicago, IL 60602
 Contact: Anne Fredd, Counsel
 Phone: 312-641-7144

City of Chicago
 Corporation Counsel
 121 N. LaSalle, Room 600
 Chicago, IL 60602
 Contact: Steven Holler, Corporation
 Counsel Phone: 312-744-6934

HISTORY: The PBC owns (for the benefit of the Board) a parcel of land adjacent to the Inter-American School located at 851 W. Waveland Avenue which is used by the Board for parking for school staff (Parcel 1). The PBC owns (for the benefit of the City) a parcel of land to the east of Parcel 1 upon which the PBC intends to construct a new parking structure (Garage Parcel). The PBC desires to construct a new police station upon Parcel 1

Subsequent to execution of the IGA, the PBC constructed a new police station on Parcel 1 and acquired a parcel of land to the east of Parcel 1 upon which the PBC constructed a new parking structure (Garage) containing 361 total parking spaces, 250 spaces for the new police station and 111 spaces dedicated to the Board and its licensees' exclusive use (Board Garage). Pursuant to this April 2012 amendment, in consideration of the Board's conveyance of Parcel 1 for the new police station, the PBC will convey the Board Garage, containing 111 parking spaces, to the City of Chicago in Trust for Use of Schools (for the Board). The City will maintain and repair the Board Garage, except for the payment equipment and kiosks, at the City's expense. The Board and its licensees will have sole and exclusive use of the Board Garage.

BASIC TERMS OF THE AMENDED IGA: The amended IGA will provide for the following:

1. Authorization for the PBC to construct the police station on Parcel 1,
2. Authorization for the PBC to convey Parcel 1 to the City upon completion of the police station,
3. ~~Agreement with the City that, in exchange for Parcel 1, the Board will be granted (by way of a permanent easement) exclusive use of a portion of the parking structure (Garage) that the PBC will construct upon the Garage Parcel which portion of the Garage will be dedicated for the sole use of the Board and its licensees.~~
3. Agreement with the City that, in exchange for Parcel 1, the PBC will convey to the City of Chicago in Trust for Use of Schools (for the Board) title to that portion of the Garage described on the attached Exhibit A ("Board Garage") for the sole and exclusive use of the Board and its licensees and the City will maintain the Board Garage, except for the payment equipment and kiosks, at no cost to the Board. The Board or its licensee shall be responsible for maintaining the Board's payment equipment and kiosks. The Board shall be entitled to the revenue from the Board Garage.

PROPERTY TO BE CONVEYED TO THE CITY: The PBC shall, upon completion of the police station, convey the following property (subject to final survey and title) to the City for the new police station

A TRACT BEING THE SOUTH 145.15 FEET OF LOTS "A" AND "B", LOTS 1 TO 42 INCLUSIVE AND THE VACATED ALLEYS OF LEMOYNE'S SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 16 IN LAFLIN SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT THE 1.28/100 ACRE IN THE NORTHEAST CORNER) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 42,032 SQUARE FEET 0.9549 ACRES

GARAGE: The Garage ~~will be~~ is a multi-story structure that ~~will accommodate~~ accommodates 361 vehicles; 250 spaces ~~will be~~ are dedicated for the sole use of the City and its personnel and invitees, 111 spaces ~~will be~~ are dedicated for the sole use of the Board and its Licensees (Board Garage). The Board will have dedicated access to the Board Garage at grade level on Addison Street and will also have dedicated elevators and stairways to the Board Garage. Signage will also be provided to the Board. The PBC will convey title to the Board Garage described on Exhibit A to the City of Chicago in Trust for Use of Schools. The Board shall be entitled to the revenue from the Board Garage. The City, through its Department of General Services (Fleet and Facilities Management), ~~will operate and~~ maintain the Garage, including the Board Garage, at no cost or expense to the Board. The City's maintenance obligations will include, without limitation, elevators, snow removal, utilities, janitorial service, landscaping, and any and all structural improvements, repairs, and/or replacements. The Board shall, at its expense, provide for all equipment necessary for the parking operations of the Board Garage including any payment kiosks, gated keycard mechanism and related facilities. The Board shall be responsible for the maintenance, repair and replacement for all payment kiosks and kiosk-related equipment servicing the Board Garage. On days and nights on which Wrigley Field events are scheduled, the Board shall provide such security ~~personal personnel~~ as may be reasonably necessary to safely operate the Board Garage. The Board shall give the City access to maintain the Board Garage at no charge to the Board. The Board will be granted a permanent easement regarding the use of the Board Garage which shall terminate in the event that the school building (currently being used by the Inter-American School) adjacent to the easement parcel should ever cease to be used for a CPS-operated public school.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions, including indemnification, in the amended IGA. Authorize the General Counsel to execute any and all documents required to effectuate the terms of the amended IGA, including, but not limited to, conveyance documents and documents required for entry, and zoning, and access to enable the City to maintain the Garage Structure and the Board Garage. Authorize the PBC to convey Parcel 1 to the City upon completion of the police station and to convey the Board Garage legally described on Exhibit A to the City of Chicago in Trust for Use of Schools. Authorize the President and Secretary to execute the IGA, the amendment and an agreement to enable the City to maintain the Garage Structure and the Board Garage described on Exhibit A.

AFFIRMATIVE ACTION: Exempt

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

FINANCIAL: No cost to the Board

GENERAL CONDITIONS:

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

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

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

Ethics – The Board's Ethics Code adopted ~~June 23, 2004 (04-0623-PO4)~~ May 25, 2011 (11-0525-P02), 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).

EXHIBIT A TO THE BOARD REPORT FOR INTERAMERICAN GARAGE

DESCRIPTION: BOE GARAGE RAMPS and 111 PARKING SPACES

LOCATION: PARTS OF LEVELS 1, 2 AND 3

OWNER: CITY OF CHICAGO IN TRUST FOR USE OF SCHOOLS IN FEE ON BEHALF OF THE CHICAGO BOARD OF EDUCATION.

THAT PART OF THE WEST 177.37 FEET OF THE SOUTHEAST QUARTER OF BLOCK 16 TOGETHER WITH THE NORTH 52.64 FEET OF SAID SOUTHEAST QUARTER OF BLOCK 16 LYING EAST OF THE SAID WEST 177.37 FEET OF SAID SOUTHEAST QUARTER OF BLOCK 16 (EXCEPT THE EAST 89.88 FEET OF THE NORTH 30.43 FEET THEREOF) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN HORIZONTAL PLANES HAVING A LOWER ELEVATION OF 10.50 AND AN UPPER ELEVATION OF 24.25 AT THE GROUND LEVEL, LYING BETWEEN INCLINED PLANES HAVING A LOWER ELEVATION OF 10.50 TO 23.32 AND AN UPPER ELEVATION OF 24.25 TO 35.54 ALONG THE RAMP BETWEEN THE GROUND LEVEL AND SECOND LEVEL, LYING BETWEEN HORIZONTAL PLANES HAVING A LOWER ELEVATION OF 23.32 AND AN UPPER ELEVATION OF 35.54 AT THE SECOND LEVEL, LYING BETWEEN INCLINED PLANES HAVING A LOWER ELEVATION OF 23.32 TO 34.84 AND AN UPPER ELEVATION OF 35.54 TO 46.83 ALONG THE RAMP BETWEEN THE SECOND LEVEL AND THIRD LEVEL AND LYING BETWEEN HORIZONTAL PLANES HAVING A LOWER ELEVATION OF 34.84 AND AN UPPER ELEVATION OF 46.83 AT THE THIRD LEVEL, AS SHOWN ON EXHIBIT A, DESCRIBED AS FOLLOWS:

[illegible]

SECONDS EAST 29.22 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 2.15 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 2.36 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 1.36 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 21.64 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 1.36 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 2.36 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 1.36 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 21.64 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 1.36 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 2.36 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 1.36 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 21.64 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 1.36 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 2.36 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 1.36 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 21.64 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 1.36 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 2.36 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 1.36 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 21.64 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 1.36 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 2.36 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 1.36 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 21.64 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 1.04 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 2.36 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 1.04 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 21.64 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 1.04 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 2.36 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 1.04 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 21.64 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 1.04 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 2.36 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 1.04 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 19.99 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 2.18 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 2.62 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 4.89 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 9.18 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 15.21 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 8.52 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 2.36 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 1.18 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 0.75 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 1.18 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 34.02 FEET TO THE PLACE OF BEGINNING;

DESCRIPTION: STAIRWELL NO. 1

LOCATION: NORTHWEST CORNER OF PARKING GARAGE

OWNER: CITY OF CHICAGO IN TRUST FOR USE OF SCHOOLS IN FEE ON BEHALF OF THE CHICAGO BOARD OF EDUCATION.

ALL THOSE PORTIONS LYING BETWEEN HORIZONTAL PLANES HAVING A LOWER ELEVATION OF 11.95 AND AN UPPER ELEVATION OF 35.30, AS SHOWN ON EXHIBIT B AS STAIRWELL 1, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 177.37 FEET OF SAID SOUTHEAST QUARTER OF BLOCK 16; THENCE SOUTH 88 DEGREES 18 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 74.80 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 6.31 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 0.79 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 1.18 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 2.36 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 0.68 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 35.56 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 0.68 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 2.97 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 7.81 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 15.41 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 9.53 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 4.20 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 2.91 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 2.50 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 20.06 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 2.18 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 2.36 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 1.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 21.64 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 1.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 2.36 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 1.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 21.64 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 1.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 2.36 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 1.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 21.64 FEET; THENCE NORTH 88

DEGREES 20 MINUTES 12 SECONDS EAST 1.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 2.36 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 1.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 21.64 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 1.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 2.36 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 1.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 21.64 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 1.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 2.36 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 1.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 21.64 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 1.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 2.36 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 1.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 21.64 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 1.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 2.36 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 29.22 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 2.18 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 2.56 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 19.30 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 0.85 FEET FOR A PLACE OF BEGINNING; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 21.57 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 9.95 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 21.57 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 9.95 FEET TO THE PLACE OF BEGINNING;

DESCRIPTION: STAIRWELL NO. 2 AND ELEVATOR

LOCATION: SOUTHEAST CORNER OF PARKING GARAGE

OWNER: CITY OF CHICAGO IN TRUST FOR USE OF SCHOOLS IN FEE ON BEHALF OF THE CHICAGO BOARD OF EDUCATION.

ALL THOSE PORTIONS LYING BETWEEN HORIZONTAL PLANES HAVING A LOWER ELEVATION OF 11.50 AND AN UPPER ELEVATION OF 46.62, AS SHOWN ON EXHIBIT B AS STAIRWELL 2, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 177.37 FEET OF SAID SOUTHEAST QUARTER OF BLOCK 16; THENCE SOUTH 88 DEGREES 18 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 74.80 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 5.13 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 34.02 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 1.18 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 0.75 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 1.18 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 2.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 7.67 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 0.85 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 21.47 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 9.85 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 21.47 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 9.85 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS;

ALSO,

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 177.37 FEET OF SAID SOUTHEAST QUARTER OF BLOCK 16; THENCE SOUTH 88 DEGREES 18 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 74.80 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 5.13 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 34.02 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 1.18 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 0.75 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 1.18 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 2.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 8.52 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 16.06 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 8.33 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 6.27 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 8.33 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 6.27 FEET TO THE PLACE OF BEGINNING

DESCRIPTION: ENTRANCE INTO PARKING GARAGE

LOCATION: ADDISON STREET

OWNER: CITY OF CHICAGO IN TRUST FOR USE OF SCHOOLS IN FEE ON BEHALF OF THE CHICAGO BOARD OF EDUCATION.

88 DEGREES 20 MINUTES 12 SECONDS EAST 0.58 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 2.00 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 0.58 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 22.00 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 0.58 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 2.00 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 0.58 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 22.00 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 0.58 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 2.00 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 0.58 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 21.91 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 0.67 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 2.18 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 1.41 FEET TO THE PLACE OF BEGINNING;

DESCRIPTION: MECHANICAL ROOM

LOCATION: SOUTHEAST CORNER OF PARKING GARAGE ADJACENT TO STAIRWELL NO. 2/ELEVATOR

OWNER: CITY OF CHICAGO

THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 177.37 FEET OF SAID SOUTHEAST QUARTER OF BLOCK 16; THENCE SOUTH 88 DEGREES 18 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 74.80 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 5.13 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 34.02 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 1.18 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 0.75 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 1.18 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 2.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 8.52 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 15.21 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 8.35 FEET FOR A PLACE OF BEGINNING; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 6.35 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 8.85 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 12.40 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 14.59 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 1.02 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 19.99 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 2.18 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 2.62 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 4.89 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 0.83 FEET TO THE PLACE OF BEGINNING;

DESCRIPTION: SIDEWALK RAMP TO INTERAMERICAN SCHOOL

LOCATION: OUTSIDE OF THE NORTHWEST CORNER OF PARKING GARAGE CONNECTING SCHOOL TO STAIRWELL NO. 1

OWNER: CITY OF CHICAGO

PERMANENT EASEMENT: TO THE CHICAGO BOARD OF EDUCATION FOR PERPETUAL ACCESS TO INTERAMERICAN SCHOOL

THAT PART OF THE WEST 177.37 FEET OF THE SOUTHEAST QUARTER OF BLOCK 16 TOGETHER WITH THE NORTH 52.64 FEET OF SAID SOUTHEAST QUARTER OF BLOCK 16 LYING EAST OF THE SAID WEST 177.37 FEET OF SAID SOUTHEAST QUARTER OF BLOCK 16 (EXCEPT THE EAST 89.88 FEET OF THE NORTH 30.43 FEET THEREOF) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE WEST 177.37 FEET OF SAID SOUTHEAST QUARTER OF BLOCK 16; THENCE NORTH 01 DEGREE 43 MINUTES 36 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER 210.45 FEET TO THE SOUTH FACE OF A CONCRETE WALL FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREE 43 MINUTES 36 SECONDS WEST ALONG SAID WEST LINE 80.18 FEET TO THE NORTHWEST CORNER OF THE WEST 177.37 FEET OF THE SOUTHEAST QUARTER OF BLOCK 16; THENCE NORTH 88 DEGREES 19 MINUTES 01 SECOND EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 38.33 FEET TO THE WEST FACE OF A CONCRETE FOUNDATION EXTENDED NORTHERLY; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST ALONG SAID CONCRETE FOUNDATION AND THE NORTHERLY EXTENSION THEREOF 11.66 FEET TO THE NORTH EDGE OF A DOORWAY; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST ALONG SAID NORTH EDGE OF DOORWAY 1.02 FEET TO THE WEST FACE OF A CONCRETE WALLED STAIRWELL; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST ALONG SAID WEST FACE 3.35 FEET TO THE SOUTH EDGE OF SAID DOORWAY; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST ALONG SAID SOUTH EDGE 1.02 FEET TO SAID WEST FACE; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST ALONG SAID WEST FACE 5.32 FEET TO THE SOUTH FACE OF A CONCRETE CURB; THENCE SOUTH 88 DEGREES 20 MINUTES 02 SECONDS WEST ALONG SAID SOUTH FACE 25.22 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES

56 SECONDS EAST ALONG THE EAST FACE OF SAID CURB 59.78 FEET; THENCE SOUTH 88 DEGREES 31 MINUTES 42 SECONDS WEST 13.02 FEET TO THE PLACE OF BEGINNING, SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 1.565 SQUARE FEET, MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.

CHICAGO BOARD OF EDUCATION TO GRANT CITY OF CHICAGO A PERMANENT EASEMENT FOR THE MAINTENANCE AND REPAIR OF ENTIRE GARAGE INCLUDING THOSE PORTIONS OWNED BY CITY OF CHICAGO IN TRUST FOR USE OF SCHOOLS

12-0425-OP2

**AMEND BOARD REPORT 12-0125-OP1
APPROVE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE
CITY OF CHICAGO TO OBTAIN FUNDING/REIMBURSEMENT FOR THE CONSTRUCTION OF
A NEW JONES COLLEGE PREPARATORY HIGH SCHOOL AND TO EXCHANGE LAND**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

The purpose of this Board Report is to: (1) Authorize the Law Department and Chief Administrative Officer ("CAO") to negotiate and execute an Intergovernmental Agreement ("IGA") with the City of Chicago ("City") to obtain a maximum of \$114,641,656 in Tax Increment Financing ("TIF") to reimburse the Board for the cost to construct the new Jones College Preparatory High School ("Funding for Jones"); (2) Authorize the Board's acceptance of a 99 year ground lease plus option to purchase for \$1 the Read Dunning Property ("Read-Dunning Property") from the City for future educational and related uses; (3) Authorize the transfer of the former Near North High School Property ("Near North") to the City for public housing in accordance with the City's obligations under the Cabrini-Green Consent Decree; and (4) Authorize the transfer of the vacant Washburne High School Site ("Washburne") to the City for public use. The property exchanges and leases are authorized by the Local Government Property Transfer Act 50 ILCS 605/0.01, et seq. ("LGPTA") provided the City finds that the properties will be used for public purposes. The information relating to the proposed IGA and property transfers/exchanges is as follows:

PARTIES:

Board of Education of
the City of Chicago
125 S. Clark Street
Chicago, IL 60603
Contact: Chief Operating Officer
Phone: 773-553-2900

City of Chicago
121 N. LaSalle St. Room 1003
Chicago, IL 60602
Contact: Robert McKenna
Assistant Commissioner
Dept. of Housing & Econ. Dev.
Phone: 312-744-5892

CITY'S REIMBURSEMENT OF THE BOARD'S COST TO CONSTRUCT NEW JONES HIGH SCHOOL.

On July 27, 2011, the Board adopted Resolution 10-0727-RS2 requesting the Public Building Commission of Chicago ("PBC") to design and construct a new Jones High School. The current projected construction cost for the New Jones High School is \$119,941,656. The City of Chicago ("City") has agreed to reimburse the Board for the construction of the new Jones High School from the Near South TIF for an amount not to exceed \$114,641,656 before December 31, 2014 ("Funding for Jones").

PROPERTY TRANSFERS PURSUANT TO LOCAL GOVERNMENT PROPERTY TRANSFER ACT.

BYRD SCHOOL 99 YEAR LEASE: On March 24, 2010 the Board approved Board Report 10-0324-OP6 authorizing a 99 year lease of the Byrd School Property located at 363 W. Hill Street to the City in consideration of the City's agreement to provide TIF Funding for the construction of the new Jones High School. The Board Report further provided that in the event the City did not provide TIF funding for the construction of the new Jones High School by December 31, 2014, the Board would have the option of receiving the appraised value of Byrd School or \$5,300,000 plus interest from the date of the Lease. The 99 year Lease has been executed and possession of the Byrd School was transferred to the City on October 20, 2010.

As additional consideration for Funding for Jones, the City proposes the following property transfers and lease under the Local Government Property Transfer Act. The transfers are subject to prior passage of ordinances declaring that it is necessary and/or convenient to acquire the property(ies) for a public use. The conveyances shall close simultaneously, unless the City and the Board agree to non-simultaneous closings and Jones High School shall have the right to use Near North for athletic programs, events and competition until the new Jones High School is completed or September 30, 2013 whichever is earlier. If required, the Board may continue to use Near North thereafter, unless the City is required to vacate or demolish Near North pursuant to the Cabrini-Green Consent Decree. After title to Near North is conveyed to the City, the Board shall only be obligated to maintain those portions of Near North that it uses.

READ DUNNING - 99 YEAR LEASE PLUS OPTION TO PURCHASE FOR \$1: The City proposes to lease to the Board approximately 19 acres of land at the northeast corner of Oak Park Avenue and Irving Park Avenue in the Read Dunning Redevelopment Area for 99 years with an option to purchase the property for \$1. The Read Dunning Property is legally described on Exhibit A attached hereto. The Read

Dunning Lease requires the Board to use the property for public purposes on or before September 11, 2017 as required under Public Act 095-0604 or title to the Read Dunning property may revert to the State of Illinois. The Board will use the Read Dunning property for public educational and related uses and declares that it is necessary and convenient to lease the Read Dunning Property from the City for 99 years, including an option to purchase the property for \$1. The lease for the Read Dunning Property cannot be executed without the approval of the Chief Administrative Officer.

NEAR NORTH HIGH SCHOOL PROPERTY TO BE CONVEYED BY THE PBC TO THE CITY ON BEHALF OF THE BOARD: The City has asked the Board to direct the PBC to convey former Near North Career Metropolitan High School at 1450 N. Larrabee ("Near North") to the City. The PBC holds title to the Near North property in trust for the Board and the Board uses the property pursuant to a lease with the PBC. The City represents that it will use the Near North property for the construction of replacement public housing and other public amenities as required in the Cabrini-Green Consent Decree entered in Case No. 96 C 06949, United States District Court, Northern District of Illinois, Eastern Division.

Near North is approximately 9.77 acres and improved with a two story high school including athletic facilities. Near North is legally described on Exhibit B. Jones High School ("Jones") currently uses Near North for athletic programs, events and competitions because the existing Jones High School does not have athletic facilities. Jones will have the right to continue using Near North for athletic programs, events and competitions until the new Jones High School is completed or September 30, 2013 whichever is earlier. Thereafter, the City will allow the Board to use Near North unless the City is required to vacate or demolish Near North pursuant to the Cabrini-Green Consent Decree. After the new Jones High School is completed, the Board will not need Near North for school purposes. The appraised value for the Near North property is \$16,400,000 to \$20,640,000 "as is."

WASHBURNE PROPERTY TO BE CONVEYED BY THE BOARD TO THE CITY: The City has asked the Board to convey the former Washburne Trade School Property at the southwest corner of 31st Street and Kedzie ("Washburne") for public use. Washburne is a vacant 10.8 acre site, legally described on Exhibit C. The Board has no present or anticipated use for Washburne. The appraised value for the Washburne property is \$4,700,000.

SCHOOL USE: The Board declares that it is necessary and/or convenient for it to lease for 99 years with an option to purchase for \$1 the Read Dunning property described on Exhibit A for public educational and related uses. The Board declares it has no present or anticipated school use for the former Washburne property described on Exhibit C and no future school use for the Near North property described on Exhibit B after the new Jones High School is completed.

AUTHORIZATION: Authorize the Law Department and the Chief Administrative Officer ("CAO") to negotiate with the City on behalf of the Board, the terms of the Intergovernmental Agreement ("IGA"), including indemnification, to secure a maximum of \$114,641,656 in TIF Funds before December 31, 2014 as reimbursement for the costs to construct the new Jones High School. The Board hereby authorizes the CAO to execute such agreements and all documents in furtherance of the IGA, including a lease or other agreement with the City to enable Jones to use for Near North after the property is conveyed to the City. Authorize the General Counsel and the Chief Financial Officer to perform all actions necessary to secure and obtain maximum funding and reimbursement from the City for the construction of the new Jones High School. Authorize the Board's President and Secretary and the Mayor of the City of Chicago to execute all conveyance documents required to convey the Washburne property described on Exhibit C to the City and to accept a lease plus option to purchase for \$1 the Read Dunning Property described on Exhibit A from the City. Authorize the PBC to convey the Board's interest in the Near North property described in Exhibit B to the City and to remove the Near North property from the lease between the Board and the PBC, subject to the Board's use of Near North's athletic facilities until the completion of the new Jones High School or September 30, 2013 whichever occurs first. Authorize the CAO to execute all ancillary documents required to administer or effectuate the property exchanges, use agreements and leases, the IGA, and to receive maximum reimbursement from the City for the Board's costs to construct the new Jones High School.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL:

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-P02), 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).

EXHIBIT A

READ DUNNING PROPERTY TO BE LEASED BY THE CITY TO THE BOARD FOR 99 YEARS, INCLUDING AN OPTION TO PURCHASE THE PROPERTY FOR \$1 FOR EDUCATIONAL AND RELATED PURPOSES.

LEGAL DESCRIPTION: THAT PART OF THE SOUTH FRACTIONAL 1/2 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST IRVING PARK ROAD, BEING A LINE 33.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18, WITH THE EAST LINE OF NORTH OAK PARK AVENUE AS SHOWN ON THE PLAT OF SURVEY RECORDED JANUARY 11, 1935 AS DOCUMENT 11544080 (THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18 HAS A BEARING OF SOUTH 89 DEGREES 50 MINUTES 26 SECONDS WEST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 00 DEGREES 25 MINUTES 50 SECONDS WEST ALONG SAID EAST LINE OF NORTH OAK PARK AVENUE, 83.09 FEET TO A POINT OF CURVATURE IN SAID LINE, THENCE NORTHWESTERLY ALONG SAID EAST LINE OF NORTH OAK PARK AVENUE, BEING A CURVED LINE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 2437.50 FEET, AN ARC DISTANCE OF 624.09 FEET TO AN INTERSECTION WITH A LINE 733.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST FRACTIONAL 1/4 OF SAID SECTION 18 SOUTH OF THE INDIAN BOUNDARY LINE; THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING ALSO THE SOUTH LINE OF THE PARCEL OF LAND KNOWN AS THE CEMETERY GROUNDS ON THE COUNTY FARM, 29.46 FEET TO THE EAST LINE OF THE SOUTHWEST FRACTIONAL 1/4 OF SAID SECTION 18 SOUTH OF THE INDIAN BOUNDARY LINE; THENCE NORTH 00 DEGREES 25 MINUTES 50 SECONDS WEST ALONG SAID LAST DESCRIBED EAST LINE, BEING ALSO THE EAST LINE OF THE CEMETERY GROUNDS ON THE COUNTY FARM, 59.08 FEET TO AN INTERSECTION WITH A LINE 792.08 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 353.82 FEET; THENCE NORTH 29 DEGREES 38 MINUTES 26 SECONDS EAST, 329.57 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 20 SECONDS WEST, 198.01 FEET TO AN INTERSECTION WITH A LINE 1276.08 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 528.84 FEET TO AN INTERSECTION WITH A LINE 181.60 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE FORMER CENTER LINE OF THE RAILROAD TRACK OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE SOUTH 0 DEGREES 00 MINUTES 20 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 470.08 FEET TO A LINE 773.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST IRVING PARK ROAD, SAID NORTH LINE OF IRVING PARK ROAD BEING A LINE 33.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 50 MINUTES 26 SECONDS WEST PARALLEL WITH SAID NORTH LINE OF WEST IRVING PARK ROAD, 301.34 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID NORTH LINE OF WEST IRVING PARK ROAD FROM A POINT ON SAID NORTH LINE, 690.80 FEET, AS MEASURED ALONG SAID NORTH LINE, EAST OF THE INTERSECTION OF SAID NORTH LINE OF WEST IRVING PARK ROAD WITH THE EAST LINE OF NORTH OAK PARK AVENUE AS SHOWN ON THE PLAT OF SURVEY RECORDED JANUARY 11, 1935 AS DOCUMENT 11544080; THENCE SOUTH 00 DEGREES 09 MINUTES 34 SECONDS EAST ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE, 583.00 FEET TO AN INTERSECTION WITH A LINE 190.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST IRVING PARK ROAD; THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE (HEREINAFTER REFERRED TO AS LINE "A"), 12.76 FEET TO A POINT 381.00 FEET, AS MEASURED ALONG SAID LINE "A", WEST OF THE INTERSECTION OF SAID LINE "A" WITH A LINE 181.60 FEET, AS MEASURED RADIALLY, WESTERLY OF AND CONCENTRIC WITH THE FORMER CENTER LINE OF THE RAILROAD TRACK OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE SOUTH 00 DEGREES 09 MINUTES 34 SECONDS EAST AT RIGHT ANGLES TO SAID LINE "A", 190.00 FEET TO SAID NORTH LINE OF WEST IRVING PARK ROAD; THENCE SOUTH 89 DEGREES 50 MINUTES 26 SECONDS WEST ALONG SAID NORTH LINE OF WEST IRVING PARK ROAD, 703.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. (CONTAINING 822,409 SQUARE FEET OR 18.8799 ACRES)

COMMON ADDRESS: NORTHEAST CORNER OF WEST IRVING PARK ROAD AND
NORTH OAK PARK AVENUE

PIN: 13-18-409-050 (PART OF)

ACREAGE/SIZE: 18.879 ACRES

**LEGAL DESCRIPTION SUBJECT TO MODIFICATION
UPON RECEIPT OF FINAL SURVEY AND TITLE REPORT**

**PROPERTY TO BE DELIVERED TO THE BOARD IN A CLEAN CONDITION WITH
ALL PERSONAL PROPERTY AND DEBRIS REMOVED.**

EXHIBIT B

**NEAR NORTH HIGH SCHOOL PROPERTY TO BE CONVEYED*
BY THE PBC (FOR THE BOARD) TO THE CITY.**

***CONVEYANCE SUBJECT TO A LEASE OR OTHER AGREEMENT WITH THE CITY
PERMITTING JONES HIGH SCHOOL TO USE NEAR NORTH'S FACILITIES FOR
ATHLETIC PROGRAMS, EVENTS AND COMPETITIONS UNTIL THE NEW JONES HIGH SCHOOL
IS COMPLETED OR SEPTEMBER 30, 2013 WHICHEVER OCCURS FIRST. THEREAFTER, THE CITY
WILL ALLOW BOARD TO USE NEAR NORTH UNLESS THE CITY IS REQUIRED TO VACATE
OR DEMOLISH NEAR NORTH PURSUANT TO THE CABRINI-GREEN CONSENT DECREE.**

LEGAL DESCRIPTION:

PARCEL 1: LOTS 139, 141, 143, 144, 145 (EXCEPT PARTS TAKEN FOR STREETS), ALSO LOT 137 (EXCEPT
PART TAKEN FOR STREET), ALL IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE NORTH WEST 1/4 OF
SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS

ALSO

PARCEL 2:
LOTS 3 AND 4, INCLUSIVE, (EXCEPT PARTS TAKEN FOR STREET), IN W. S. JOHNSON'S SUBDIVISION OF
LOT 138, IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

PARCEL 3:
LOTS 5 TO 7, INCLUSIVE, (EXCEPT PARTS TAKEN FOR STREET), IN COUNTY CLERK'S DIVISION OF
LOTS 140 AND 142 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 4:
LOTS 1 TO 4, INCLUSIVE, (EXCEPT PARTS TAKEN FOR STREET), IN OWNERS RESUBDIVISION OF LOT
142 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 5:
LOTS 5 TO 17, INCLUSIVE, (EXCEPT PARTS TAKEN FOR STREETS AND ALLEYS), IN HINSCHKE'S
SUBDIVISION OF LOTS 146 AND 148 AND SUB-LOT 1 OF LOT 149 IN BUTTERFIELD'S ADDITION TO
CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 6:
LOTS 1 TO 9, INCLUSIVE, IN EICH'S SUBDIVISION OF LOT 147 IN BUTTERFIELD'S
ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 7:
THAT PART OF LOTS 1 AND 2 IN W. S. JOHNSON'S SUBDIVISION OF LOT 138 IN BUTTERFIELD'S ADDITION
TO CHICAGO IN THE NORTH WEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN LYING NORTHERLY AND NORTHEASTERLY OF THE FOLLOWING
DESCRIBED LINES: COMMENCING AT THE NORTH EAST CORNER OF THE AFORESAID LOT 1, BEING
THE SOUTH WEST CORNER OF LOT 137 IN AFORESAID BUTTERFIELD'S ADDITION, THENCE
WEST IN THE SOUTH LINE OF AFORESAID LOT 137 EXTENDED WEST, A DISTANCE OF 16.08 FEET TO A
POINT; THENCE NORTHWESTERLY IN A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID

LOTS 1 AND 2 TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID LOT 2 IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 8:

LOTS 1 TO 5 (EXCEPT PARTS TAKEN FOR STREETS) IN BULMAN'S SUBDIVISION OF LOT 165 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 9:

LOTS 1 TO 9, INCLUSIVE, AND THE EAST 10 FEET OF LOT 10 IN THE SUBDIVISION OF LOT 168 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 10:

THE SOUTH 1/2 OF VACATED WEST WEED STREET LYING EASTERLY OF NORTH OGDEN AVENUE AND WEST OF NORTH LARRABEE STREET IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 11:

LOTS 1 AND 5 (EXCEPT THAT PART OF SAID LOTS TAKEN FOR STREETS) IN ASSESSOR'S DIVISION OF LOT 167 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

THAT PART OF LOT 166 LYING EASTERLY OF THE EASTERLY LINE OF OGDEN AVENUE IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 13:

THAT PART OF LOTS 1 AND 2 LYING EAST OF THE EAST LINE OF OGDEN AVENUE IN BAUM'S SUBDIVISION OF THE WEST 15 FEET OF LOT 10 AND ALL OF LOT 11 IN THE SUBDIVISION OF LOT 168 IN BUTTERFIELD'S ADDITION TO CHICAGO, ALSO THE SOUTH 1/2 OF THE WEST 1/2 AND THE SOUTH 22 FEET OF THE NORTH 1/2 OF THE WEST 1/2 OF LOT 167 IN SAID BUTTERFIELD'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1915 AS DOCUMENT NUMBER 5691517, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 14:

ALL OF WEST SIEBENS PLACE AS OPENED BY CONDEMNATION PROCEEDING BY SUPERIOR COURT NO. 92859 DATED JULY 31, 1884 AND DESCRIBED AS FOLLOWS: THE NORTH 16 FEET OF THE SOUTH 23 FEET OF LOT 137; THE WESTERLY 10 FEET OF LOT 137 EXCEPT THE NORTH 16 FEET OF THE SOUTH 23 FEET THEREOF; THE WESTERLY 10 FEET OF LOT 139, 141 AND 143; THE NORTHEASTERLY 10 FEET OF LOTS 140, 142 AND 144, THENCE NORTHEASTERLY 10 FEET OF THAT PART OF LOT 138 LYING NORTHERLY OF THE NORTH LINE, EXTENDED WEST, OF THE SOUTH 7 FEET OF LOT 137, ALL IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE NORTH WEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

THE SOUTHWESTERLY 10 FEET OF LOT 16 IN HINSCH'S SUBDIVISION OF LOTS 146 AND 148 AND SUB-LOT 1 OF LOT 149 IN BUTTERFIELD'S ADDITION TO CHICAGO AFOREMENTIONED,

ALSO

THAT PART OF LOT 145 IN BUTTERFIELD'S ADDITION TO CHICAGO AFOREMENTIONED, WHICH LIES SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF THE SOUTHWESTERLY 10 FEET OF LOT 16 IN HINSCH'S SUBDIVISION AFOREMENTIONED, PRODUCED SOUTHEASTERLY TO THE SOUTH LINE OF SAID LOT 145;

ALSO

THE NORTHEASTERLY 10 FEET OF RESERVE "B" IN HINSCH'S SUBDIVISION AFOREMENTIONED;

ALSO

THAT PART OF THE NORTHWESTERLY-SOUTHEASTERLY 10-FOOT PUBLIC ALLEY LYING BETWEEN LOTS 15 AND 16; TOGETHER WITH ALL OF THE NORTHEASTERLY-SOUTHWESTERLY 9-FOOT PUBLIC ALLEY AND 3.0 FOOT STRIP KNOWN AS RESERVE "B" (EXCEPT THE NORTHEASTERLY 10 FEET THEREOF) LYING SOUTHEASTERLY OF LOTS 9 TO 15, BOTH INCLUSIVE; AND THAT PART OF THE NORTHWESTERLY-SOUTHEASTERLY 12-FOOT PUBLIC ALLEY LYING BETWEEN LOT 9 AND LOTS 5 TO 8, BOTH INCLUSIVE, AND LYING SOUTHEASTERLY OF A LINE DRAWN FROM A POINT ON THE SOUTHWESTERLY LINE OF LOT 6, WHICH IS 39.15 FEET SOUTHEASTERLY OF THE MOST WESTERLY CORNER OF LOT 5 TO A POINT ON THE NORTH LINE OF LOT 17 WHICH IS 10.69 FEET EAST OF THE NORTH WEST CORNER OF LOT 17, ALL IN HINSCH'S SUBDIVISION OF LOTS 146 AND 148 AND SUB-LOT 1 IN BUTTERFIELD'S ADDITION TO CHICAGO AFOREMENTIONED IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 15:

THE STRIP OF LAND MARKED "3 FOOT RESERVE B" ON PLAT OF HINSCH'S SUBDIVISION OF LOTS 146, 148 AND SUB-LOT 1 OF LOT 149 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED, (EXCEPT FROM SAID STRIP THE NORTHEASTERLY 10 FEET) IN COOK COUNTY, ILLINOIS

PARCEL 16:

LOTS 11 THROUGH 17 AND THAT PART OF LOTS 9 AND 10 LYING WEST OF THE NORTHWESTERLY LINE OF OGDEN AVENUE, ALSO THAT PART OF LOTS 6, 7, 8, 9 AND 10 LYING WITHIN THE NORTHWESTERLY 1/2 OF OGDEN AVENUE, AS OPENED IN BULMAN'S SUBDIVISION OF LOT 165 IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 17:

THAT PART OF LOT 166 LYING WEST OF THE NORTHWESTERLY LINE OF OGDEN AVENUE, ALSO THAT PART OF SAID LOT 166 LYING WITHIN THE NORTHWESTERLY 1/2 OF OGDEN AVENUE, AS OPENED, IN BUTTERFIELD'S ADDITION TO CHICAGO, IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 18:

THAT PART OF LOT 2 LYING WEST OF THE NORTHWESTERLY LINE OF OGDEN AVENUE, ALSO THAT PART OF SAID LOT 2 LYING WITHIN THE NORTHWESTERLY 1/2 OF OGDEN AVENUE, AS OPENED, IN ASSESSOR'S DIVISION OF LOT 167 IN BUTTERFIELD'S ADDITION TO CHICAGO, IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 19:

THAT PART OF LOT 1 LYING WEST OF THE NORTHWESTERLY LINE OF OGDEN AVENUE, ALSO THAT PART OF SAID LOT 1 LYING WITHIN THE NORTHWESTERLY 1/2 OF OGDEN AVENUE, AS OPENED, IN CHRISTOPH F. BAUM'S SUBDIVISION OF PARTS OF LOTS 167 AND 168 IN BUTTERFIELD'S ADDITION TO CHICAGO, IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 20:

LOT 17 AND THAT PART OF LOTS 15 AND 16 LYING WEST OF THE NORTHWESTERLY LINE OF OGDEN AVENUE, ALSO THAT PART OF LOTS 13, 14, 15 AND 16 LYING WITHIN THE NORTHWESTERLY 1/2 OF OGDEN AVENUE, AS OPENED, IN THE SUBDIVISION OF LOT 168 IN BUTTERFIELD'S ADDITION TO CHICAGO, IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 21:

THAT PART OF THE EAST 15 FEET OF NORTH FRONTIER STREET LYING NORTH OF THE NORTH LINE OF WEST BLACKHAWK STREET EXTENDED WEST, AND LYING SOUTH OF THE NORTH LINE OF WEST WEED STREET (ALSO KNOWN AS ALASKA STREET), EXTENDED WEST, IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 22:

ALL THAT PART OF WEST WEED STREET (ALSO KNOWN AS ALASKA STREET) LYING WEST OF THE WESTERLY LINE OF NORTH OGDEN AVENUE, AS OPENED AND EAST OF THE EAST LINE OF NORTH FRONTIER STREET, EXTENDED NORTH, ALL IN COOK COUNTY, ILLINOIS

COMMON ADDRESS: 1450 NORTH LARRABEE

PIN NO.

17-04-106-001 through 17-04-106-014; 17-04-107-005 through 17-04-107-015
17-04-119-001 through 17-04-119-024; 17-04-119-039; 17-04-119-041;
17-04-120-001 through 023; 17-04-120-025

ACREAGE:

9.77 ACRES

**LEGAL DESCRIPTION SUBJECT TO MODIFICATION
UPON RECEIPT OF FINAL SURVEY AND TITLE REPORT**

EXHIBIT C

WASHBURNE PROPERTY TO BE CONVEYED BY THE BOARD TO THE CITY

LEGAL DESCRIPTION: THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE NORTH 33 FEET) AND (EXCEPT THE EAST 33 FEET) AND (EXCEPT PART COMMENCING AT THE NORTHEAST CORNER OF NORTHEAST 1/4 OF SECTION 35 THENCE WEST 1071.98 FEET THENCE SOUTH 0°13'01" EAST 133 FEET TO THE POINT OF BEGINNING THENCE CONTINUING SOUTH 0°13'01" 242.18 FEET THENCE SOUTH 89°54'59" EAST 96.51 FEET THENCE NORTH 242.32 FEET THENCE WEST 97.42 FEET TO THE POINT OF BEGINNING) LYING NORTH AND EAST [WEST] OF A LINE BEGINNING AT A POINT ON EAST LINE 747.76 FEET NORTH OF SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 THENCE WEST PARALLEL TO THE SOUTH LINE 528.12 FEET THENCE NORTH PARALLEL TO THE EAST LINE 30 FEET THENCE WEST PARALLEL TO THE SOUTH LINE 99.85 FEET THENCE NORTH PARALLEL TO THE EAST LINE 34.89 FEET THENCE WEST PARALLEL TO THE SOUTH LINE 43.88 FEET THENCE NORTH PARALLEL TO THE EAST LINE 35.37 FEET THENCE WEST PARALLEL TO THE SOUTH LINE 32.15 FEET TO A POINT THENCE NORTHWESTERLY 10.19 FEET TO A POINT 858.02 FEET NORTH OF THE SOUTH LINE AND 705.98 FEET WEST OF THE EAST LINE THENCE NORTH 29.26 FEET THENCE WEST PARALLEL TO THE SOUTH LINE 6 FEET THENCE NORTH 9.8 FEET TO A POINT 897.08 FEET NORTH OF THE SOUTH LINE AND 711.87 FEET WEST OF THE EAST LINE THENCE NORTHWESTERLY ON A CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 796.14 FEET A DISTANCE OF 109.69 FEET TO A POINT 924.23 FEET NORTH OF THE SOUTH LINE AND 818.08 FEET WEST OF THE EAST LINE THENCE NORTHWESTERLY 106.35 FEET TO A POINT 957.6 FEET NORTH OF THE SOUTH LINE AND 919.98 FEET WEST OF THE EAST LINE THENCE WEST PARALLEL TO THE SOUTH LINE 151.16 FEET TO A POINT THENCE NORTH PARALLEL TO THE EAST LINE 375.75 FEET TO A POINT ON THE NORTH LINE 1072.55 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 (EXCEPT PART TAKEN FOR WIDENING OF 31ST STREET) OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35 TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

COMMON ADDRESS: SOUTHWEST CORNER OF 31ST STREET AND SOUTH KEDZIE AVENUE

PIN NO: 16-35-201-012

ACREAGE: 10.81 ACRES

**LEGAL DESCRIPTION SUBJECT TO MODIFICATION
UPON RECEIPT OF FINAL SURVEY AND TITLE REPORT**

12-0425-AR1

**AUTHORIZE RETENTION OF THE LAW FIRM
HOLLAND & KNIGHT, LLP**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Retention of the law firm Holland & Knight, LLP.

DESCRIPTION: The General Counsel would like to retain the law firm Holland & Knight, LLP for representation in various transactional matters related to negotiation and implementation of district wide academic, social emotional and recess initiatives. Authorization for the firm's services is requested in the amount of \$150,000. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$150,000.00 to Law Department- Legal and Supportive Service - Professional Services:
Budget Classification Fiscal Year 2012..... 10455-115-54125-231101-000000

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, is hereby 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, is hereby 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).

President Vitale indicated that if there were no objections, Board Reports 12-0425-EX9, 12-0425-ED1 through 12-0425-ED4, 12-0425-OP1, 12-0425-OP2 and 12-0425-AR1 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0425-EX9, 12-0425-ED1 through 12-0425-ED4, 12-0425-OP1, 12-0425-OP2 and 12-0425-AR1 adopted.

12-0425-PR1

APPROVE ENTERING INTO AGREEMENTS WITH LOYOLA UNIVERSITY, NEW LEADERS, TEACH FOR AMERICA AND UNIVERSITY OF ILLINOIS AT CHICAGO FOR PRINCIPAL PREPARATION PROGRAM SERVICES UNDER THE CHICAGO LEADERSHIP COLLABORATIVE

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION

Approve entering into agreements with Loyola University, New Leaders, Teach for America and University of Illinois at Chicago to provide principal preparation program services to the Chicago Leadership Collaborative (CLC) under the CPS Office of Leadership Development at an aggregate cost not to exceed \$1,730,001.00 for the period beginning May 1, 2012 and ending June 30, 2013. The estimated aggregate cost for FY 2013-14 and FY 2014-15 is to be determined upon budget appropriations and approval and an amendment to this Board Report reflecting an updated not-to-exceed amount for the remainder of the initial term. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for Vendors' services are currently being negotiated. No services shall be provided by and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number : 11-250042

Contract Administrator : Seanior, Miss Pamela Dorcas / 773-553-2254

USER INFORMATION :

Contact
11110 - Leadership Development and Support
125 S Clark St - 19th floor
Chicago, IL 60603
Gering, Mr. Steven M.
773-553-2150

TERM:

The term of each agreement shall commence on the date the agreement is signed and shall end June 30, 2015.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendors shall provide a principal preparation program based on the following six components:

Partnership - Plan collaboratively with the Board around design, implementation and delivery of the major components of the Principal Preparation Programs

Induction - Vendors' program recruitment and selection strategies will ensure candidates are qualified to meet the Board's CPS Principal Competencies upon graduation from the program. Vendors shall provide clear expectations around roles/responsibilities in the selection process, the skills, attributes, and knowledge candidates are expected to possess, and the process of identifying potential school leaders

Internship - Partner with the Board to provide a rigorous year-long internship experience that engages candidates in authentic activities designed to develop, demonstrate and assess the CPS Principal Competencies essential for increasing student achievement and preparing students for college and career readiness.

Coursework - Vendors shall provide a course of study and syllabi that will ensure candidates are able to demonstrate the CPS Principal Competencies.

Program and Candidate Assessment - Vendors shall provide a program and candidate assessment, developed in collaboration with the Board, that will enable the Board to evaluate program effectiveness and improvement.

Staffing - Vendors shall provide adequate staff and coaches who will provide close supervision of candidates that are working hand in hand with the CPS site-based mentors and academic faculty to develop and assess the candidates in their internship experiences. Coaches should have a track record of aggressive student growth.

DELIVERABLES:

Vendors will provide the following deliverables:

- 1) Meet on a monthly basis to share best practices, (induction, curriculum content, internship experiences, and program assessment), engage in problem solving, and create new knowledge and practices.
- 2) Provide monthly and/or quarterly reports to the Board on candidate and program progress.
- 3) For the 2012-2013 program, Vendors will submit a list of recommended candidates to the Board for review/approval. In future recruitment cycles, Vendors will work collaboratively with the Board to recruit candidates.
- 4) Provide activities in the internship experience that will accelerate the experiential learning curve and produce graduates who are ready to produce dramatic results from day one. Program faculty and mentor principals will provide the guidance and support necessary for candidates to succeed. Activities will be directly linked to the CPS Principal Competencies and evaluation of activities will correlate with candidate's ability to master the CPS Principal Competencies.
- 5) Track program progress toward mastery of the CPS Principal Competencies.

OUTCOMES:

Vendor services will result in program graduates who successfully pass the CPS principal eligibility process and increase in the number of highly qualified candidates in the CPS principal pipeline by 100 program participants for the 2013-2014 school year of the program.

COMPENSATION:

Compensation will be based on achievement of performance milestones as set forth in the agreement. Examples of performance milestones include, but are not limited to:

1. Recruitment and submission of candidate list to CPS - 1/3 of administrative and programmatic fees based on the projected number of aspiring principals to be admitted into the program.
2. CPS approval and selection of candidates qualified to meet the CPS Principal Competencies upon graduation - 1/3 of administrative and programmatic fees based on the number of qualified program entrants as approved by CPS.
3. Program graduates successfully pass the CPS Principal Eligibility process - Pro-rata amount of remaining 1/3 of administrative and programmatic fees will be paid to Vendors for each program graduate who successfully passes the CPS principal eligibility process.

The total amount of compensation payable to all Vendors in the aggregate shall not exceed the sum of \$1,730,001 for the period May 1, 2012 and ending June 30, 2013. Funding for the remainder of the term is contingent upon budget appropriations and approval.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to Section 5.2.4 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions of the Program do not apply to transactions where the vendors providing services operates as a Not-for-Profit organization.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Office of Leadership Development: \$1,730,001.00

FY 2011-2012 \$1,193,334.00

FY 2012-2013 \$536,667.00

FY 2013-2014 TBD

FY 2014-2015 TBD

FY2013-14 and FY2014-15 funding contingent upon budget appropriations and approval.

Grant numbers subject to change in subsequent fiscal years.

11110-353-54125-221307-494037-2012 \$756,667.00

11110-353-54125-221307-528408-2012 \$436,667.00

11110-353-54125-221307-528408-2013 \$536,667.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

1)

Vendor # 14852

LOYOLA UNIVERSITY

1032 WEST SHERIDAN RD.

CHICAGO, IL 60680

David Presse

773 508-2945

2)

Vendor # 65692

NEW LEADERS, INC

30 WEST 26TH STREET, 2ND FLR.

NEW YORK, NY 10010

Maggie Blinn DiNovi

646 792-1070

3)

Vendor # 33384

TEACH FOR AMERICA, INC.

315 W. 36TH STREET, 6TH FLOOR

NEW YORK, NY 10018

Andy Redman

4)
Vendor # 32571

UNIVERSITY OF ILL AT CHGO

809 S. MARSHFIELD, RM 116A

CHICAGO, IL 60612

Steven Tozer

312 996-8406

12-0425-PR2

AMEND BOARD REPORT 11-0727-PR25
APPROVE ENTERING INTO AN AGREEMENT WITH ISBE-APPROVED LEAD PARTNERS FOR
SCHOOLS MANAGEMENT, STAFF AND STUDENT SUPPORT INTERVENTIONS AND SERVICES
FOR OFFICE OF SCHOOL IMPROVEMENT PROBATIONARY HIGH SCHOOLS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with the University of Chicago/ Network for College Success and America's Choice ("Lead Partner(s)"/"Vendor(s)") to manage the implementation of the FY12 ISBE School Improvement Grant awards (FY12-14) at three CPS Probationary High Schools, under the management of the Office of School Improvement, at a cost not to exceed ~~\$5,372,154.00~~ **\$5,440,434** for FY12-14. Network for College Success was chosen to be Hancock and Wells lead partner for grant implementation; America's Choice was chosen to serve as lead partner for Richards high school. Vendors were selected on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee, and was approved by the Chief Purchasing Officer. Written agreements are currently being negotiated. No products or services shall be provided and no payment shall be made to any vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each vendor in the event their written agreement is not executed within ninety (90) days of the date of this Board Report. Information pertinent to these agreements is stated below.

This April 2012 amendment is necessary to: 1) increase the funding to America's Choice by \$68,280 to a new total of \$490,780 for additional services including student materials and leadership training for staff, and 2) revise the financial section. A written amendment to the America's Choice Agreement is required. No additional services may be provided by America's Choice prior to execution of the written amendment. The authority granted herein shall automatically rescind in the event the amendment is not executed within ninety (90) days of the date of this amended Board Report.

Contract Administrator: Opal Walls 773-553-2648

VENDOR:

- 1) Vendor # 92035
AMERICA'S CHOICE, INC
1919 M STREET, NW, STE 310
WASHINGTON, DC 20036
Ann Borthwick
202 783-3668
- 2) Vendor # 33123
UNIVERSITY OF CHICAGO
969 EAST 60TH STREET
CHICAGO, IL 606037
Rito Martinez
Network For College Success

USER INFORMATION:

Contact: 13740 - Office of School Improvement
125 S Clark Street
Chicago, IL 60603
Fraynd, Mr. Donald John
773-553-5449

TERM:

The term of each agreement shall commence on the date executed and end June 30, 2014. The Board shall have the right to renew each agreement for 2 additional periods of one (1) year each.

SCOPE OF SERVICES:

Vendors shall:

- Participate in staff recruitment and make recommendations to the principal regarding selection of staff at Hancock, Wells and Richards
- Manage successful implementation of curriculum development support, student development and operations support
- Provide principals with assistance and support to implement data-informed instruction, utilizing interim assessments, learning first and local assessments, to inform pedagogy and professional development
- Provide principals with assistance and support to implement various extended day activities for students; secure and manage staff to support these activities
- Assist principals in providing parental involvement initiatives; secure and manage staff to support the initiatives
- Provide full time project manager, half-time data coach and half-time data analyst to manage grant implementation plan
- Implement weekly management meetings with the District and schools to monitor progress, manage risks, and resolve issues
- Assist the District (Lead Education Agency), school and Local School Councils to annually develop and implement a School Improvement Plan

DELIVERABLES:

On a quarterly basis, Lead Partners will provide the following reports required by the Board to the Office of School Improvement regarding the implementation of school turnaround measures and school progress. In addition, Lead Partners will provide:

1) Staff Development, Training, and Tools, including:

- Create school-wide systems of preparation, organization, instructional and behavioral techniques and tools that promote consistent expectations and practices throughout the school building.
- Provide leadership training, coaching and change management: instruction, training and/or development programs that equip school leaders to lead a school-wide change initiative; engage staff and enact organizational systems and practices to achieve results
- Provide student social and emotional supports
- Secure software to support data analysis for improved outcomes in teaching/learning and culture/climate
- Secure equipment to support use of needed software

2) Student Supports, including:

- Create systems to monitor student attendance, percent of freshmen on-track to graduate, and graduation rate
- Improve academic rigor and student academic performance
- Implement a virtual curriculum to support student credit recovery and acceleration
- Secure software to support students significantly behind in Reading, English Language Arts and

Mathematics

- Secure equipment to support use of needed software

Lead Partners will provide timely electronic records of services performed as directed by the Board. If the Board so requests, each Lead Partner will furnish evidence that the Lead Partner is seeking other funding to continue to provide such services to the Board.

OUTCOMES:

Vendors' services will result in:

- Improved instructional environment
 - o Increased teacher capacity to implement advanced behavior management systems
 - o Increased teacher capacity to implement effective, aligned and relevant curricula; improved instructional practices to ensure quality delivery of services.
- Increased capacity of school's leadership team to implement reform strategies with fidelity and consistency
- Improved efficiency, function and coordination of school operations
- Improved network of social emotional supports for all students, with particular focus on students requiring Tier II and III supports
- Decrease in suspension rates for serious misconducts; decrease in serious misconducts
- Increased social/emotional competencies that relate to academic performance
- Improved PSAT performance as a result of improved student academic development
- Improved student attendance
- Improved graduation rate and on-track status of all students
- Increased student and faculty satisfaction, measured through an annual culture and climate survey

COMPENSATION:

Lead Partners shall be paid upon invoicing as set forth in the agreements. Total compensation to both Lead Partners for the term shall not exceed ~~\$6,272,154~~ \$5,440,434.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements and amendment. Authorize the President and Secretary to execute the agreements and amendment. Authorize the Officer of Office of School Improvement to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

This agreement has been deemed exempt from MBE/WBE review by the Office of Business Diversity; as it is deemed a sole source award being funded through grant dollars which stipulates that this specific vendor be used.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Expenditures required by this report for Fiscal Year 2012.

Charge to school budgets/ Office of School Turnaround: ~~\$1,790,718~~ \$1,858,998

America's Choice: ~~\$422,500~~ \$490,780 Richards

Budget Classification: 53051 - 367 - xxxxx - xxxxxx - ~~434006~~ xxxxxx
 53121 - 367 - xxxxx - xxxxxx - ~~434007~~ xxxxxx
 13745 - 367 - xxxxx - xxxxxx - ~~434009~~ xxxxxx

Network for College Success: \$1,388,218 (Hancock \$740,264/Wells \$627,954)

Budget Classification: 51071 - 367 - xxxxx - xxxxxx - ~~434008~~ xxxxxx
 46021 - 367 - xxxxx - xxxxxx - ~~434001~~ xxxxxx
 13745 - 367 - xxxxx - xxxxxx - ~~434009~~ xxxxxx

Source of Funds: School Improvement Grant

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

Board Member Bienen abstained on Board Report 12-0425-PR2.

12-0425-PR3

APPROVE ENTERING INTO AN AGREEMENT WITH NCS PEARSON, INC. FOR THE PURCHASE OF THE EXTRACT RESULTS AND TESTING MATERIALS FOR THE STANFORD ACHIEVEMENT TEST SERIES, TENTH EDITION (STANFORD 10)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with NCS Pearson, Inc. for the purchase of the extract results for the Stanford Achievement Test Series, Tenth Edition (SAT 10) for the Office of Pathways to College and Careers, Academic Learning and Support, at a cost not to exceed \$139,250.00. Vendor was selected on a non-competitive basis: the non-competitive request was presented to the Non-Competitive Procurement Review Committee, and was approved by the Chief Purchasing Officer. A written agreement for this purchase is currently being negotiated. No goods may be ordered or received and no payment shall be

made to Vendor prior to the 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.

VENDOR:

- 1) Vendor # 34595
NCS PEARSON, INC
19500 BULVERDE ROAD
SAN ANTONIO, TX 78259
Paul Rice
920-202-3676

USER INFORMATION :

Contact: 11375 - Academic Learning and Support
125 S Clark
Chicago, IL 60603
Kamberos, Ms. Sophia
773-553-3267

TERM:

The term of this agreement shall commence on the date the agreement is signed and shall end July 31, 2012.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement upon written notice as set forth in the agreement.

DESCRIPTION OF PURCHASE:

Goods: Extract results and testing materials for the SAT 10, Tenth Edition
Quantity: in the amount specified in the contract
Unit Price: in the amount specified in the contract
Total Cost Not to Exceed: \$139,250.00

OUTCOMES:

This purchase will result in students being administered the SAT 10 test and centrally scored in order to timely determine promotional status.

COMPENSATION:

Vendor shall be paid in accordance with the unit prices contained in the agreement; total not to exceed the sum of \$139,250.00.

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 Pathways to College and Career to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

The MBE/WBE goals for this agreement include 25% total MBE and 5% total WBE participation. However, the Waiver Review Committee recommends a full waiver of the M/WBE goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be approved as the agreement was approved as a Non-Competitive Procurement. Supplies, materials and equipment are available only from this vendor.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

11390-115-54125-160005-000000-2012

\$139,250.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

Board Member Hines abstained on Board Report 12-0425-PR3.

12-0425-PR4

APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS EXTERNAL PARTNERS TO PROVIDE OUT-OF-SCHOOL TIME PROGRAMS AND SERVICES TO STUDENTS AND THEIR FAMILIES IN THE CHICAGO PUBLIC SCHOOLS COMMUNITY SCHOOLS INITIATIVE'S 21ST CENTURY COMMUNITY LEARNING CENTERS (21ST CCLC) GRANT

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various not-for-profit organizations and agencies to provide out-of-school time programs and services to students and their families in the Chicago Public Schools Community Schools Initiative (CSI) at a cost not-to-exceed \$12,145,875 in the aggregate. Partners were selected on a non-competitive basis: the non-competitive request was presented to the Non-Competitive Procurement Review Committee, and was approved by the Chief Purchasing Officer. Written agreements for these services are currently being negotiated. No services shall be provided by and no payment shall be made to any Partner prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Partner in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

USER INFORMATION :

Project
Manager: 10850 - K-12 Advising

125 South Clark Street

Chicago, IL 60603

Ray, Miss Adeline O

773-553-1766

TERM:

The term of each agreement shall commence on July 1, 2012 and shall end August 31, 2014. There are no options to renew.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

CSI Partners shall work with the Partner School(s) to fulfill the goals of the CPS Community Schools Initiative (CSI), including the following: (1) Improve the physical, social and emotional well-being of participating students, and (2) Improve student academic development and performance. To accomplish these goals, the CSI Partner shall provide out of school time educational, cultural, and recreational activities tailored to meet the needs of high-risk students and their families. Adult family activities and services may take place during the regular school day. Student and family activities and services will be tailored to the needs specific to each site as determined, in part, through the CSI Needs Assessment.

All CSI Partners will provide programs in the following categories: (1) academic programs for students, (2) health services and referrals for students and families, (3) social emotional learning and supports, for students and families, (4) enrichment and recreational activities for students, and (5) family programming. The programs provided must align to the Illinois Common Core Standards, the School Improvement Plan for Advancing Academic Achievement (SIPAAA), and the Illinois Social and Emotional Learning Standards, where relevant. Students and their families shall be able to choose from a variety of recreational, cultural, and enrichment activities that provide opportunities to explore and develop skills, talents and hobbies.

Specific Partner Services: CSI Partners shall provide the following services and programs.

- A. Minimum program and service requirements for student and adults will be based on total school enrollment. Currently, CPS Community Schools are required to serve a minimum of 75-300 students and offer out of school time for a minimum of 12 hours per week. Parent programming must be offered for a minimum of 5 hours per month/50 hours per school year, for a minimum of 35-60 adults per school site.
- B. Establish and maintain a CSI Advisory group (which shall include teachers, parents, principal, community members, and the partner agency) that shall have the primary responsibility for program guidance.
- C. Coordinate activities and manage the operation and resource allocation at each CPS Community School in collaboration with the oversight provided by the Manager-Community Schools Initiative (Board's Program Officer).
- D. Manage and supervise the CSI Resource Coordinator, who will identify and secure programs and resources offered in the school, as well as ensure that students and families have access to them. The CSI Resource Coordinator will provide administrative oversight for all out of school time programming, as well as supervision for all contractual and part time staff associated with programming. The CSI Resource Coordinator will report to the Principal, CSI Partner and CPS-CSI.
- E. Using the CSI Needs Assessment tool, implement a menu of needs-based, high quality programs and services in adherence with the CPS Community School Initiative model that include, but are not limited to, early childhood programs, expanded learning and enrichment opportunities, health services, parent/family engagement, adult education, direct material assistance and interventions for targeted students.
- F. Provide or secure the activities and programs specified in the Scopes of Services in accordance with the CSI program guidelines established by the Board's Program Officer.
- G. Maintain regular communications with the Board's Program Officer regarding CSI management, activities and progress.
- H. Meet with the Board's Program Officer as requested to review program progress and deficiencies
- I. Prepare and submit to the Board's Program Officer at regular intervals the following items and such other items as reasonably requested by the Board's Program Officer: attendance information (via the CPS online attendance reporting system), number of active participants, and summary of program effectiveness.
- J. Participate in all evaluation activities associated with the CPS Community Schools Initiative (e.g. program quality assessment, surveys, interviews, site visits, etc.); support the research/evaluation of the Community Schools Initiative by supervising and coordinating the collection of data, timely submission of reports and responses to other requests for information made by the Board's Program Officer.
- K. Participate in program audits in collaboration with CSI Resource Coordinators and the CPS Community Schools Initiative.
- L. Share the knowledge gained working with families and the community with the Board's Program Officer.
- M. Help teachers and school staff develop important insights and understand how to work more effectively with parents and the school community.
- N. Help ensure that parents, teachers, students, and community members remain engaged in a common purpose, together with other members of the CSI Advisory Committee
- O. Oversee the CSI Resource Coordinator who will serve as the primary liaison between the school, CPS Community Schools Initiative, CSI Partner, other partnerships, and the community. The CSI Resource Coordinator may be employed by the CSI Partner or may be a CPS employee. This decision will be made in collaboration with the school principal.
- P. The CSI Partner will maintain a constant presence at each of its partner schools by hiring, training, supervising, and supporting the CSI Resource Coordinator.
- Q. Provide important guidance to the CSI Resource Coordinator, and help him/her identify and secure services from other nonprofits and external sources.
- R. Facilitate an active and cooperative working relationship with the CSI and school principal.
- S. Participate in the CSI community-based assessment of needs and assets to help inform the development of a formal strategic plan (CSI Service Plan).
- T. Participate in all meetings and professional development activities associated with the CPS Community Schools Initiative as required.

U. Represent the CSI in the community, as well as conferences and meetings with state and federal agencies, private agencies, and other institutions.

V. Coordinate activities and manage the operation and resource allocation at each CSI school in collaboration with the oversight provided by the CPS CSI staff.

W. Work cooperatively with all stakeholders to present the stipulations of the CSI and to monitor the fulfillment of CSI requirements.

DELIVERABLES:

For each year of the term, each CSI Partner shall provide to the CPS Community Schools Initiative a Service Plan (Proposal) and Budget detailing the deliverables that such Partner proposes to provide that year. Such Proposal and Budget must be signed and approved by the CPS CSI Program Officer or his/her designee, by each assigned school principal and by the CSI Partner *prior* to the CSI Partner providing any services or deliverables. Deliverables shall vary according to each school partnership's Proposal and Budget. The CPS CSI staff shall monitor receipt of the services and deliverables.

OUTCOMES:

CSI Partners' services will result in the following: improvement of the physical, social and emotional well-being of participating students and their families and improved student academic development and performance.

COMPENSATION:

The aggregate amount to be paid to all CSI Partners during this term shall not exceed the sum of \$12,145,875. From time to time, the Chief Education Officer may reallocate funds among the Partners and change school assignments. Prior to the commencement of each subsequent year of the term, the Partners shall submit a proposal for such year and the Board's Program Officer or designee shall establish a maximum compensation amount to be paid to each Partner during such year. Partners shall be paid monthly as invoices are submitted and verified. The CPS CSI staff shall monitor payments: 1) to assure that the aggregate amount paid to each Partner during any single year does not exceed the annual allocated or reallocated amount for that Provider; and 2) to assure that the amount paid to all Providers during the Term does not exceed \$12,145,875 in the aggregate.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Chief Education Officer to change Partner School assignments and allocate and reallocate funds among the various Partners without additional Board authority *provided* such reallocations do not cause compensation payable under this Board Report to exceed \$12,145,875 in the aggregate. Authorize the Chief Education Officer to execute all ancillary documents required to administer or effectuate these agreements.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, a determination will be made as to when transactions should be excluded from contract-specific M/WBE goals. It has been determined that the participation goal provisions of the program do not apply to transactions where the pool of providers includes not-for-profit organizations.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

*Charge to Community Schools Initiative: \$12,145,875
Fiscal Years: 2013-2014
Budget Classification: ISBE/21st Century Grant: 324
Source of Funds: ISBE/21st Century Grant
*Spending is contingent upon receipt of the grant award.
11375.324.XXXXX.XXXXX.XXXXX

CFDA#: 84.389A

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).

- | | |
|---|---|
| <p>1) Vendor # 47733</p> <p>AMERICA SCORES CHICAGO</p> <p>222 S. MORGAN ST., STE 4C</p> <p>CHICAGO, IL 60607</p> <p>Amy Vondra-Stark</p> <p>312 666-0496</p> | <p>5) Vendor # 31736</p> <p>CHICAGO ARTS PARTNERSHIPS IN EDUCATION</p> <p>203 NORTH WABASH #1720</p> <p>CHICAGO, IL 60601</p> <p>Amy Rasmussen</p> <p>312 870-6140</p> |
| <p>2) Vendor # 42703</p> <p>BOYS & GIRLS CLUBS OF CHICAGO 1</p> <p>2950 WEST 25TH STREET</p> <p>CHICAGO, IL 60623</p> <p>Heather Kavka</p> <p>773 247-0700</p> | <p>6) Vendor # 25624</p> <p>CHILDREN'S HOME & AID SOCIETY OF ILLINOIS</p> <p>125 S WACKER DR., 14TH FLOOR</p> <p>CHICAGO, IL 60606</p> <p>Houri Gueyikian</p> <p>312 424-6805</p> |
| <p>3) Vendor # 39142</p> <p>BRIGHTON PARK NEIGHBORHOOD COUNCIL</p> <p>4477 S. ARCHER AVE.</p> <p>CHICAGO, IL 60632</p> <p>Patrick Brosnan</p> <p>773 523-7110</p> | <p>7) Vendor # 74997</p> <p>COLUMBIA COLLEGE CHICAGO</p> <p>600 S MICHIGAN AVE</p> <p>CHICAGO, IL 60605</p> <p>David Flatley</p> <p>312 344-8141</p> |
| <p>4) Vendor # 40249</p> <p>CATHOLIC CHARITIES ARCH CHGO</p> <p>721 N LASALLE, 6TH FL.</p> <p>CHICAGO, IL 60610</p> <p>Msgr. Michael Boland</p> <p>312 655-7815</p> | <p>8) Vendor # 45510</p> <p>ENLACE CHICAGO</p> <p>2756 S. HARDING AVE</p> <p>CHICAGO, IL 60623</p> <p>Michael Rodriguez</p> <p>773 542-9233</p> |

- | | |
|---|--|
| <p>9) Vendor # 41418</p> <p>INSTITUTE OF POSITIVE EDUCATION</p> <p>7825 SOUTH ELLIS AVE</p> <p>CHICAGO, IL 60619</p> <p>Anthony Daniels-Halisi</p> <p>773 651-2425</p> | <p>13) Vendor # 34171</p> <p>SGA YOUTH & FAMILY SERVICES</p> <p>11 E ADAMS, #15</p> <p>CHICAGO, IL 60603</p> <p>Martha Guerrero</p> <p>312 447-4364</p> |
| <p>10) Vendor # 24486</p> <p>LOGAN SQUARE NEIGHBORHOOD ASSN</p> <p>2840 N. MILWAUKEE AVENUE</p> <p>CHICAGO, IL 60618</p> <p>Lissette Moreno-Kuri</p> <p>773 384-4370</p> | <p>14) Vendor # 32189</p> <p>URBAN GATEWAYS</p> <p>205 WEST RANDOLPH ST., SUITE 1700</p> <p>CHICAGO, IL 60606-1814</p> <p>John Adams</p> <p>312 922-0440X245</p> |
| <p>11) Vendor # 46701</p> <p>METROPOLITAN FAMILY SERVICES 7</p> <p>1 NORTH DEARBORN-10TH FLR.</p> <p>CHICAGO, IL 60602</p> <p>Colleen Jones</p> <p>312 986-4135</p> | <p>15) Vendor # 30499</p> <p>YMCA OF METROPOLITAN CHICAGO 3</p> <p>801 N. DEARBORN</p> <p>CHICAGO, IL 60610</p> <p>Susan Kennedy</p> <p>312 932-1319</p> |
| <p>12) Vendor # 14169</p> <p>PEACE & EDUC COALITION OF BACK OF THE YARDS, NEW CITY</p> <p>4541 S. WOOD ST.</p> <p>CHICAGO, IL 60609</p> <p>Paul Lopez</p> <p>773 650-0640</p> | <p>16) Vendor # 11060</p> <p>YOUTH GUIDANCE</p> <p>122 SOUTH MICHIGAN AVE., STE 1510</p> <p>CHICAGO, IL 60603</p> <p>Michelle Adler Morrison</p> <p>312 253-4900</p> |

President Vitale abstained on Board Report 12-0425-PR4.

12-0425-PR5

APPROVE EXTENDING THE AGREEMENTS WITH VARIOUS ALTERNATIVE SAFE SCHOOLS FOR EDUCATIONAL SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve extending the agreements with various Alternative Safe Schools to provide educational services to students who have been expelled from school or referred by a principal for displaying chronic disruptive behaviors at an aggregate cost not to exceed \$3,380,319.00. Written extension documents have been negotiated. No payment shall be made to any Alternative Safe School provider during the extension period prior to execution of their written document. The authority granted herein shall automatically rescind as to each provider 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.

VENDOR:

- 1) Vendor # 25627
HUMAN RESOURCES DEVELOPMENT
INSTITUTE, INC.
222 S JEFFERSON
CHICAGO, IL 60661
Renzy Richardson
312 441-9009
- 2) Vendor # 24596
RICHARD MILBURN HIGH SCHOOL, INC
27 CONGRESS ST., SHETLAND PK, STE
310
SALEM, MA 01970
Donna Eldridge
978 741-7161X234
- 3) Vendor # 20029
BANNER SCHOOLS, LLC
1243 S. WABASH, #503
CHICAGO, IL 60605
Eric Carlton
773 934-2328

USER INFORMATION:

Contact: 13720 - Alternative Schools and Pathways
125 S Clark Street
Chicago, IL 60603
Vidis, Mrs. Jennifer Diane
773-535-8500

ORIGINAL AGREEMENT:

The original agreements (authorized by Board Report 08-0924-PR16 as amended by 10-0428-PR25) in the amount of \$6,902,505.00 were for a term commencing September 2, 2008 and ending July 31, 2010 with the Board having 2 options to renew for 1 year terms. The agreements were renewed (authorized by Board Report #10-0526-PR15 as amended by 10-1117-PR15) in the amount of \$3,507,574.00 for a term commencing August 1, 2010 and ending July 31, 2011. The agreements were further renewed (authorized by Board Report #11-0622-PR30) in the amount of \$3,380,319.00 for a term commencing August 1, 2011 and ending July 31, 2012. The original agreements were awarded on a competitive basis pursuant to Board Rule 5-4.1.

EXTENSION PERIOD:

The term of these agreements is being extended for 1 year commencing August 1, 2012 and ending July 31, 2013.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Alternative Safe Schools will continue to provide educational programs for students who have been expelled from school (level 5 or 6 violations to the CPS Student Code of Conduct) and students emergency placed pending expulsion. The primary goal of this program is to return students to the regular educational setting at CPS upon completion of an expulsion term. Schools are contracted to provide educational services and behaviors by implementing academic curriculum, social/behavior interventions, vocational and career training opportunities, and life-skills training that are effective, creative, and innovative.

DELIVERABLES:

Quarterly Deliverables: Due 5 days after the end of each quarter:

- Student grade reports (semester grade reports must include transcripts for high school students earning credits toward graduation)
- Student and staff attendance reports

Annual Deliverables: Due at least 15 days prior to the start of the school year unless otherwise noted:

- End of year reports
- School Improvement plan
- Evacuation Plan
- Parent Orientation Packet
- Student Orientation Packet
- Course descriptions for high school program

- Staff development plans and activity dates
- Yearly school calendar
- School organization chart
- Actual expenditure/budget report for each school, along with the overall operating budget for each school, due on or before October 16 of the school year that the agreement is in place or within 45 calendar days of the actual termination or expiration date

OUTCOMES:

Providers' services will result in:

- Students will receive a full academic program - 3 academic credits per semester toward high school graduation, and
- Complete requirements for elementary school graduation and/or advance in grade level

COMPENSATION:

Each Alternative Safe School shall be paid as follows: HRDI shall be paid a per diem of \$55.58 for each reserved student slot, not to exceed \$10,004.40 per student during the regular school year and \$2,223.20 per student during the summer session, if the school provides services during the summer. Milburn shall be paid a per diem of \$56.82 for each reserved student slot, not to exceed \$10,000.00 per student during the regular school year and \$1,889.20 per student during the summer session, if the school provides services during the summer. Banner Academy shall be paid a per diem of \$56.82 for each reserved student slot, not to exceed \$10,000.00 per student during the regular school year and \$1,889.20 per student during the summer session, if the school provides services during the summer. The total compensation payable to all Alternative Safe Schools during the extension period shall not exceed the sum of \$3,380,319.00 in the aggregate.

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 written extension documents. Authorize Deputy Chief, Alternative Safe Schools and Pathways to execute all ancillary documents required to administer or effectuate the extensions.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, a determination will be made as to when transactions should be excluded from contract specific M/WBE goals. It has been determined that the participation goal provisions of the Program do not apply to transactions where the pool of providers includes Not-for-Profit organizations.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Unit 66011 - SAFE Schools - Total Charge; \$3,380,319.00
Fiscal Year: 2012

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).

12-0425-PR6

**APPROVE EXTENDING THE AGREEMENTS WITH BANNER SCHOOLS AND PATHWAYS IN
EDUCATION - ILLINOIS TO PROVIDE ALTERNATIVE LEARNING OPPORTUNITES PROGRAM
(ALOP) SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve extending the agreements with Banner Schools and Pathways in Education - Illinois to provide Alternative Learning Opportunities Program services at a cost not to exceed \$4,856,977.00 in the

aggregate. Written documents extending the agreements for each provider's services have been negotiated. No payment shall be made to any provider during the extension period prior to execution of their written document. The authority granted herein shall automatically rescind as to each provider 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.

VENDOR:

- 1) Vendor # 20029
BANNER SCHOOLS, LLC
1243 S. WABASH, #503
CHICAGO, IL 60605
Eric Carlton
773 934-2328
- 2) Vendor # 18327
PATHWAYS IN EDUCATION-ILLINOIS
48 N. EL MOLINO, STE 101A
PASADENA, CA 91101
Jamie Hall
626 683-3500

USER INFORMATION :

Contact:

13720 - Alternative Schools and Pathways

125 S Clark Street

Chicago, IL 60603

Vidis, Mrs. Jennifer Diane

773-535-8500

ORIGINAL AGREEMENT:

The original agreements (authorized by Board Report 08-0924-PR13 as amended by 09-0128-PR14) in the amount of \$6,373,000.00 were for a term commencing September 2, 2008 and ending August 30, 2010, with the Board having 2 options to renew for one year terms. The agreements were renewed pursuant to Board Report 10-0526-PR14 in the amount of \$4,812,617.00 for a term commencing August 31, 2010 and ending August 30, 2011. The agreements were further renewed pursuant to Board Report 11-0622-PR29 in the amount of \$4,856,977.00 for a term commencing August 31, 2011 and ending August 30, 2012. The original agreements were awarded on a competitive basis pursuant to Board Rule 5-4.1.

EXTENSION PERIOD:

The term of each agreement is being extended for 1 year commencing August 31, 2012 and ending August 30, 2013.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Providers will continue to provide the following ALOP series pursuant to Section 13B of the Illinois School Code (105 ILCS 5/13B-1 et seq.): High quality alternative educational program services for high school students aged 15-21 years who have had significant leave of absences from school or have been involved with the juvenile justice system and have few, if any, high school credits. The program shall be designed to prepare students for graduation from high school and provide a post-secondary path. Providers will provide a 24 credit requirement program, aligned with Chicago Public Schools' graduation requirements. Students' diplomas will be issued by their home high schools.

DELIVERABLES: Academic Program:

- Administer academic progress and other assessments as described by the Board of Education and the Network Alternative Schools and Pathways
- Provide sufficient staff to effectively manage, support, and educate students consistent with their needs
- Provide and administer mutually agreed upon assessments of progress in reading and mathematics three times per year for all students to assess individual student skill growth
- Provide a transition program with appropriate dedicated staff and space consisting of academic support, life-skills training, and workforce exploration opportunities for students transitioning out of the juvenile detention facilities of juvenile justice programs

Facilities / Supplies:

- Provide program with adequate and appropriate equipment and supplies
- Provide areas in school conducive to learning separate from the lunch room and other activity areas

OUTCOMES:

Providers' services will result in:

- 80% students average daily attendance
- 100% of students earn a minimum of 5 credits per academic year
- 100% of students have a post-secondary plan upon graduation
- 100% of students have an individual student success plan

COMPENSATION:

Each Provider will be allocated a certain number of seats and will be paid a negotiated rate for these seats; total compensation for this extension period not to exceed the sum of \$4,856,977.00 in the aggregate for all Providers. Each agreement will contain a clause that the Board may increase or decrease the number of seats by giving the Provider thirty (30) days written notice.

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 Deputy Chief of Alternative Schools and Pathways to execute all ancillary documents required to administer or effectuate this extension.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, a determination will be made as to when transactions should be excluded from contract specific M/WBE goals. It has been determined that the participation goal provisions of the Program do not apply to transactions where the pool of providers includes Not-for-Profit organizations

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Unit 66301 - ALOP - Total Charge \$4,856,977.00

CFDA#:

Not Applicable

GENERAL CONDITIONS:

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

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

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

Ethics - The Board's Ethics Code adopted 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).

12-0425-PR7

FINAL

**APPROVE ENTERING INTO AN AGREEMENT WITH PRESIDENT AND FELLOWS OF
HARVARD COLLEGE FOR A TRAINING INSTITUTE ON UNIVERSAL DESIGN**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with President and Fellows of Harvard College to provide a training institute with follow-up guidance to the Office of Instruction at a total cost not to exceed \$120,000. Vendor was selected on a competitive basis pursuant to Board Rule 7-2 and approved by CPOR number 12-0404-CPOR-1516. 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 : De Longeaux, Mr. Sebastien / 773-553-2280
CPOR Number : 12-0404-CPOR-1516

VENDOR:

- 1) Vendor # 19633
PRESIDENT AND FELLOWS OF HARVARD
COLLEGE
44 BRATTLE ST., 5TH FLR.
CAMBRIDGE, MA 02138
Mitalene Fletcher
617 495-3572

USER INFORMATION:

Project 10815 - Chief Instruction Office
Manager: 125 South Clark Street
Chicago, IL 60603
Swartz, Miss Claudinette M
773-535-5100

TERM:

The term of this agreement shall commence on April 26, 2012 and shall end August 31, 2012. 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:

Harvard will design and deliver a four day institute ("Institute") for CPS Network teams on universal design for learning. The Institute will be held in Chicago at a location to be determined from May 16-19, 2012 from 8:30am - 4:00pm. The Institute will provide Network team members (up to 200 participants) with information that will allow them the capacity to guide teachers in their Network in designing instruction aligned to the Common Core standards that will also take into account the needs of diverse learners. In addition, Harvard will consult with the CPS Office of Curriculum and Instruction and the CPS Office of Professional Learning on the design of the sessions, to ensure they are aligned to previous development on the Common Core. All final content will be approved by the Chief Instructional Officer. After the Institute, the Harvard team will make itself available for consultation on Network plans, via whole group webinars and individual phone conversations to apply the content learned to their own teacher training.

DELIVERABLES:

Harvard will produce the agendas, presentations and materials for the Institute on the timeline set forth in the agreement. Harvard will make copies of all materials available to the Chief Instruction Office by the established deadline and materials will be transported with the Harvard team to the Institute site. Harvard will also supply all CPS participants with a textbook on universal design and other learning materials, including but not limited to daily presentations, agendas, handouts and articles. In addition Harvard will dedicate a program manager to oversee all aspects of program design and delivery. Harvard will also deliver the content of the four day Institute to be held in May and will provide follow-up webinars for Institute participants to answer any questions and ensure participants are prepared to transfer the learning to their own schools.

OUTCOMES:

The goals of the work with Harvard on this Institute and the follow-up support are as follows:

1. Provide Network team members with in depth knowledge of the principles of universal design and their relevance to teacher short and long term planning and instruction.
2. Connect the work Networks have been engaging in with moving towards implementing the Common Core standards to the needs of teachers in planning for diverse learners.
3. Help Networks design their own Institutes for transferring the learning to teacher team leaders in June
4. Support Networks with follow-up whole-group webinar consultation with faculty.
5. Support Networks with follow-up individualized phone consultation with doctorate students and/or faculty

COMPENSATION:

Vendor shall be paid as specified in the agreement; total not to exceed the sum of \$120,000

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 of Instruction to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions of the Program do not apply to 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:

10815-115-54125-223013-000000-2012

\$120,000 00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

Ethics - The Board's Ethics Code adopted 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).

12-0425-PR8

AMEND BOARD REPORT 11-0525-PR42

APPROVE ENTERING INTO AN AGREEMENT WITH SGA YOUTH AND FAMILY SERVICES FOR CONSULTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with SGA Youth and Family Services to provide consulting services to the Office of Student and Engagement at a cost not to exceed \$1,592,177.00 during the initial term. Consultant was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This April 2012 amendment is necessary to update the institutional home of the two grants referenced in the Board Report and to change the authorization and financial section of the report to update the unit name. Effective May 1, 2012, the grants will be transferred from NORC to Northwestern University and all references to NORC herein shall be deemed to refer to Northwestern University as of said date. A written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event the amendment is not executed within 90 days of the date of this amended Board Report.

Specification Number : 11-250009

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-2250

VENDOR:

- 1) Vendor # 34171
SGA YOUTH & FAMILY SERVICES
11 EAST ADAMS SUITE 1500
CHICAGO, IL 60603
Martha Guerrero
312-447-4364

USER INFORMATION:

Contact: 13720 - Alternative Schools and Pathways
125 S Clark Street
Chicago, IL 60603
Moskowitz, Mr. David Joseph
773-553-5113

TERM:

The term of this agreement shall commence on the date the agreement is signed and shall end June 30, 2013. This agreement shall have one option to renew for a period of one year.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

BACKGROUND: This project stems from a meeting in 2009 between Jonathan Guryan, Jens Ludwig, and Roseanna Ander a research team affiliated with the National Opinion Research Center (NORC) at the University of Chicago and then-CPS CEO Ron Huberman, who identified truancy as a top priority for his administration. The research team volunteered to assist CPS in identifying what existing research

suggests would be "best practices" for improving student school engagement, then raising federal and private research funds to carry out a large-scale test of those best practices in the CPS context, to provide the most rigorous possible scientific evaluation of these best practices. The "best practice" identified was the Check & Connect ("C&C") structured mentoring program. The research team was successful in raising \$6.2 million between two federal grants to implement and test this best practices truancy intervention and learn about how to reduce chronic absence and truancy among at-risk CPS students.

The institutional home of the two grants is NORC up to May 1, 2012 and effective as of that date will be transferred to Northwestern University. The two grants, awarded to support the first large-scale randomized controlled trial of C&C (in other words, both the implementation and evaluation of the program), are:

- an award of \$3.18 million over four years (from June 2010 through June 2014) from the U.S. Department of Education's Institute of Education Sciences ("IES") (Grant R305A100706, PI: Jonathan Guryan);

- and an award of \$3.02 million over five years (from December 2010 through November 2015) from the U.S. Department of Health and Human Service's Eunice Kennedy Shriver National Institute of Child Health & Human Development ("NICHD") (Grant 1R01HD067500-01, PI: Jonathan Guryan)

It is the understanding of the two granting agencies that during school years 2011-12 and 2012-13, NORC in partnership with CPS will carry out a large-scale randomized controlled trial study of the effects of Check & Connect on elementary school students and on older youth (9th graders). NORC is entering sub award agreements with CPS under the two grants to pay CPS for vendor oversight, project support, and vendor costs.

SERVICES: SGA Youth and Family Services will deliver the Check & Connect program to the identified CPS elementary and high school students, after the appropriate consent forms are signed and submitted. Check & Connect Monitors to be supplied by SGA Youth and Family Services, will implement the Check & Connect model in accordance with the C&C manual and any additional modifications made by CPS in partnership with NORC. Services by monitors will include but not be limited to: the periodic monitoring of student engagement and progress in school, developing relationships with students and their families, offering problem-solving assistance, and making referrals to help improve students' schooling outcomes.

SGA Youth and Family Services also will be responsible for recruiting, hiring, and supervising Check & Connect Monitors to provide the Check & Connect intervention to students selected by the NORC research team, in collaboration with the CPS Attendance and Truancy Department. Students selected will be offered the chance to participate in the program over the course of two (2) academic years (AY 2011-2012 through AY2012-2013). SGA Youth and Family Services will provide regular updates and progress reports to the Attendance and Truancy Department and research team about Check & Connect implementation and delivery and will also ensure that members of the research team and/or the CPS Attendance and Truancy Department are able to meet with Check & Connect monitors as requested, and, on occasion, observe the work of the Check & Connect Monitors.

A cross functional team of key CPS, NORC, and SGA Youth and Family Services staff, and any other external stakeholders as determined needed, will be established to give program guidance to ensure successful implementation of this first large-scale randomized controlled trial of Check & Connect.

DELIVERABLES:

Vendor shall be responsible for providing the deliverables identified in the agreement to include, but not be limited to, the following:

The vendor will ensure that its Check & Connect monitors attend training(s) on Check & Connect and other topics, as directed by the Department of Attendance and Truancy and the research team.

The vendor will ensure that its Check & Connect monitors obtain the necessary parent consents and child assents for participating students in the form approved by the Board's Research Review Board.

The vendor will ensure that its Check & Connect monitors provide Check & Connect services to selected students in accordance with the model outlined in the Check & Connect Manual and any modifications requested by the Department of Attendance and Truancy and the research team.

The vendor will ensure that the Check & Connect student monitoring forms and/or the data contained within the forms are thoroughly completed and manually submitted or electronically uploaded, as required, for review by the Department of Attendance and Truancy and the research team within the established time frame and frequency.

The vendor will provide weekly project summary status reports detailing, at a minimum, the number of assigned students that have been located, the number of assigned students with properly signed consent forms, the number of students receiving services from each Check & Connect monitor, and the level of services (basic or intensive) each student is receiving. More extensive updates on Check & Connect implementation and delivery will be required at least every other week and possibly more frequently, if so directed by the Department of Attendance and Truancy and the research team.

The vendor will participate in Check & Connect project meetings, including Check & Connect project planning, implementation, and status meetings (to occur at least monthly) and meetings with the research team, the Department of Attendance and Truancy, administration of the selected schools and their Area offices, as directed.

OUTCOMES:

Check & Connect is one of the few interventions judged by the U.S Department of Education's What Works Clearinghouse to be "promising" for improving students' school engagement. The goals of the Check & Connect intervention are to decrease truancy, decrease dropout rates, increase accrual of credits, increase school completion, and impact literacy and social skills. Therefore, as a result of receiving SGA Youth and Family Services Check & Connect monitoring services, the expectation is that participating students will show improvement in these areas.

COMPENSATION:

SGA Youth and Family Services shall be paid upon invoicing after services have been satisfactorily performed in accordance with the agreement. The total compensation to the vendor shall not exceed the sum of \$1,592,177.00 during the initial term.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement and amendment. Authorize the President and Secretary to execute the agreement and amendment. Authorize the Officer of the ~~Office of Student Support and Engagement~~ Office of Pathways to College and Career to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

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

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the ~~Office of Student Support and Engagement~~ Citywide Alternative Schools & Pathways not to exceed \$1,592,177.00 using grant funds:

U.S Department of Education, Institute of Education Sciences (Award R305A100706, PI: Jonathan Guryan)

U.S Department of Health and Human Services (Award 1R01HD067500-01, PI: Jonathan Guryan)

Budget Classification: 13722-XXX-54125-221009-XXXXXX

FY12: \$662,315

FY13: \$929,862

CFDA#:

Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

12-0425-PR9

AMEND BOARD REPORT 11-0525-PR8

APPROVE THE PRE-QUALIFICATION STATUS OF AND ENTERING INTO AGREEMENTS WITH VARIOUS CONTRACTORS TO PROVIDE GENERAL CONTRACTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION

Approve the pre-qualification status of and entering into agreements with contractors to provide general contracting services at a cost not to exceed \$450,000,000 per Board fiscal year (FY12 -14) and not to exceed \$250,000,000 during the last six months of the term; and approve entering into a written master agreement with each contractor. Contractors were selected on a competitive basis pursuant to Board Rule 7-2. A written master agreement for contractors is currently being negotiated. No services shall be provided by and no payment shall be made to any contractor prior to the execution of their written master agreement. The pre-qualification status approved herein for each contractor shall automatically rescind in the event such contractor fails to execute the Board's master agreement within 120 days of the date of this Board Report. Information pertinent to these master agreements is stated below.

This April 2012 amendment is necessary to delete two contractors from the list: Lombard Company (#17) and Walsh Construction Co. of Ill (#37). The incorrect vendor name was listed for Walsh Construction Co. The correct entity is Walsh Construction Company II, LLC, now listed as #40 on the attached list. A master agreement for Walsh Construction Company II, LLC is available for signature. No services shall be provided by and no payment shall be made to Walsh Construction Company II, LLC prior to execution of their written master agreement. The authority granted herein shall automatically rescind in the event their master agreement is not executed within 90 days of the date of this Board Report.

Specification Number : 11-250006

Contract Administrator : Hernandez, Miss Patricia / 773-553-2250

USER INFORMATION :

Contact: 11860 - Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603
Taylor, Ms. Patricia L
773-553-2960

TERM:

The term of this pre-qualification period and each master agreement is effective July 1, 2011 and ending December 31, 2014. The Board shall have the right to extend the pre-qualification period and each master agreement for 2 additional one year periods.

SCOPE OF SERVICES:

Contractors shall provide the following services:

Perform general construction contracting services required by the scope of work identified in the bid solicitation in compliance with applicable laws, rules, codes and regulations;

Procure all permits, licenses and approvals;

Plan, coordinate, administer and supervise the work;

Procure all materials, equipment, labor and vendor services required for each awarded project in accordance with the Board's Multi-Project Labor Agreement;

Provide required documents for the required insurance and provide the payment and performance bonds required for each awarded project;

Perform change order, corrective work and closeout completion;

Comply with Board directives and policies regarding each project;

Prepare and submit timely status and progress reports and update project completion schedules when requested by the Board;

Meet with Board representative(s) regularly as required to discuss work in progress and other matters; and

Provide all required M/WBE documentation when responding to a specific bid solicitation.

COMPENSATION:

The sum of payments to all pre-qualified contractors for the pre-qualification term shall not exceed \$450,000,000 per fiscal year (FY12-14) and shall not exceed \$250,000,000 during the last six months of the pre-qualification period.

USE OF POOL:

The Board shall solicit sealed bids for each project from the pre-qualified pool. The pre-qualified contractors will be requested to furnish a lump-sum quotation in response to an invitation to bid for a defined scope of work. Each project shall be awarded to the lowest responsible, responsive bidder. A notice of award for each project shall be issued by the Chief Purchasing Officer and such award shall be ratified by the Board at the Board meeting immediately following such award.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

All agreements formed pursuant to this Board Report 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.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Operations: \$450,000,000 per year
Various Capital Funds

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

THIS SPACE INTENTIONALLY LEFT BLANK

- | | |
|---|--|
| <p>1) Vendor # 23048
A.G.A.E. CONTRACTING
4549 NORTH MILWAUKEE AVE.
CHICAGO, IL 60630
Robert c. Miezio
773 777-2240
773-777-2243</p> | <p>6) Vendor # 59564
CMM GROUP, INC
17704 PAXTON AVE
LANSING, IL 60438
Michael D. Bergin
708-251-5910
708-251-5912</p> |
| <p>2) Vendor # 81957
ALL-BRY CONSTRUCTION COMPANY
145 TOWER DRIVE., UNIT 7
BURR RIDGE, IL 60527
Thomas W. Girouard
630-655-9567
630-655-9597</p> | <p>7) Vendor # 22587
DOHERTY CONSTRUCTION, INC
163 N VALLEY HILL ROAD
WOODSTOCK, IL 60098
Julian M. Doherty
815-334-3800
815-334-8300</p> |
| <p>3) Vendor # 31784
BLINDERMAN CONSTRUCTION CO.,
8501 WEST HIGGINS RD., STE 320
CHICAGO, IL 60631
David Blinderman
773-444-0500
773-864-5857</p> | <p>8) Vendor # 76326
F.H. PASCHEN, S.N. NIELSEN &
ASSOCIATES., LLC
5515 N. EAST RIVER RD
CHICAGO, IL 60656
Robert F. Zitek
773 444-3474
773-693-0064</p> |
| <p>4) Vendor # 59563
BURLING BUILDERS, INC
44 WEST 60TH STREET
CHICAGO, IL 60621
John Girzadas
888-224-3294
888-224-3297</p> | <p>9) Vendor # 41829
FRIEDLER CONSTRUCTION CO
2525 NORTH ELSTON AVE., #240
CHICAGO, IL 60647
Eric M. Friedler
773-489-1818
773-489-6560</p> |
| <p>5) Vendor # 95594
CHICAGO COMMERCIAL CONTRACTORS,
LLC
11921 SMITH DRIVE.
HUNTLEY, IL 60142
Frank Kutsuchke
224-854-2122
224-654-2135</p> | <p>10) Vendor # 20152
GEORGE SOLLITT CONSTRUCTION CO
790 N CENTRAL AVE
WOODDALE, IL 60191
John Pridmore
630-860-7333
630-860-7333</p> |

- | | |
|---|--|
| <p>11) Vendor # 23292
H.L.F. CONSTRUCTION CO., INC.
150 N MICHIGAN AVE, STE 2800
CHICAGO, IL 60601
Hazel L. Fry
312-861-1680
312-861-1846</p> | <p>16) Vendor # 97144
LAWDENSKY CONSTRUCTION CO.
1106 MORSE AVE.
SCHAUMBURG, IL 60193
Charles Lawdensky
847-352-4371
847-352-4393</p> |
| <p>12) Vendor # 13288
IDEAL HEATING COMPANY
9515 SOUTHVIEW AVE
BROOKFIELD, IL 60513
Charles M. Usher
708-680-5000
708-680-5007</p> | <p>17) Vendor # 13330
LOMBARD COMPANY
4245 W 123RD STREET
ALSIP, IL 60803
Daniel J. Lombard
708-389-1080
708-389-7120</p> |
| <p>13) Vendor # 37318
IHC CONSTRUCTION COMPANIES, L.L.C.
1500 EXECUTIVE DRIVE
ELGIN, IL 60123
David J. Rock
847-742-1516
847-742-6610</p> | <p>18) Vendor # 81956
MADISON CONSTRUCTION COMPANY
15657 S. 70TH CT
ORLAND PARK, IL 60462
Harry L. Walder, Jr.
708-535-7716
708-535-7791</p> |
| <p>14) Vendor # 97835
INTERNATIONAL CONTRACTORS, INC
977 SOUTH ROUTE 83
ELMHURST, IL 60126
Nancy M. Quinn
630-834-8043
630-834-8046</p> | <p>19) Vendor # 99843
MCDONAGH DEMOLITION INC
1269 WEST LE MOYNE
CHICAGO, IL 60642
Geraldine McDonagh
773-276-7707
773-276-7723</p> |
| <p>15) Vendor # 23996
K.R. MILLER CONTRACTORS, INC.
1624 COLONIAL PARKWAY
INVERNESS, IL 60067
Keith R. Miller
847-358-6400
847-358-6504</p> | <p>20) Vendor # 19483
MICHUDA CONSTRUCTION
11204 S. WESTERN AVENUE
CHICAGO, IL 60643
Josef I> Michuda
773-445-5505
773-445-5518</p> |

- | | |
|---|---|
| <p>21) Vendor # 37757
OAKLEY CONSTRUCTION CO, INC.
7815 SOUTH CLAREMONT AVENUE
CHICAGO, IL 60620
Anthony S. Kwateng
773-434-1616
773-434-2134</p> | <p>26) Vendor # 68006
R.J. OLMEN COMPANY
3200 WEST LAKE AVE
GLENVIEW, IL 60026
Stanley J. Olmen
847-724-0994
847-724-7309</p> |
| <p>22) Vendor # 31792
OCA CONSTRUCTION, INC
8434 CORCORAN RD., #100
WILLOW SPRINGS, IL 60480-1666
Kelly Heneghan
708-839-5605
708-839-5608</p> | <p>27) Vendor # 63248
R.T. MILORD COMPANY
9801 INDUSTRIAL DRIVE
BRIDGEVIEW, IL 60455
Philip J. Milord
708-598-7900
708-598-7991</p> |
| <p>23) Vendor # 97143
PATRICK ALBIN CARLSON JOINT VENTURE
55 EAST MONROE STREET., STE STE 3450
CHICAGO, IL 60603
Paul Keating
312-201-7900
312-220-0722</p> | <p>28) Vendor # 27686
RELIABLE & ASSOCIATES
235 N. OGDEN
CHICAGO, IL 60607
Mark Giebelhausen
312-666-3626
312-666-1785</p> |
| <p>24) Vendor # 55082
PAUL BORG CONSTRUCTION CO., INC
2007 SOUTH MARSHALL BLVD.
CHICAGO, IL 60623
Dipesh Thakkar
773-523-1111
773-376-1501</p> | <p>29) Vendor # 12831
REYES GROUP LTD.
15515 S. CRAWFORD AVENUE
MARKHAM, IL 60428
Marcos G. Reyes
708-596-7100
708-596-7184</p> |
| <p>25) Vendor # 69883
POWERS & SONS CONSTRUCTION
COMPANY, INC
2636 WEST 15TH AVE.
GARY, IN 46404
Kelly Baria
219-949-3100
219-949-5906</p> | <p>30) Vendor # 23854
SCALE CONSTRUCTION
2101 S. CARPENTER STREET
CHICAGO, IL 60608
Carole Zordani
312-491-9500
312-491-9555</p> |

- | | |
|---|--|
| <p>31) Vendor # 16324
SIMPSON CONSTRUCTION CO.
701 25TH AVENUE
BELLWOOD, IL 60104
Robert E. Hansen
708-544-3800
708-544-1971</p> | <p>36) Vendor # 41437
UJAMAA CONSTRUCTION INC
7744 S. STONY ISLAND AVE
CHICAGO, IL 60649
Jimmy Akintonde
773-602-1100
773-602-1101</p> |
| <p>32) Vendor # 97836
SKENDER FACILITIES GROUP
200 WEST MADISON, SUITE 1300
CHICAGO, IL 60606
Damian Eallonardo
312-781-0265
312-781-0279</p> | <p>37) Vendor # 24005
WALSH CONSTRUCTION CO. OF ILL.
929 W ADAMS STREET
CHICAGO, IL 60607
Michael C. Whelan
312-563-5400
312-563-5466</p> |
| <p>33) Vendor # 81373
SOLLITT/OAKLEY JOINT VENTURE
790 NORTH CENTRAL AVE.
WOOD DALE, IL 60191
John Pridmore
630-860-7333
630-860-7347</p> | <p>38) Vendor # 34010
WIGHT & COMPANY
2500 NORTH FRONTAGE
DARRIEN, IL 60561
Ken Osmun
312-261-5730
630-969-7979</p> |
| <p>34) Vendor # 62716
STAALSEN CONSTRUCTION CO., INC.
4639 W. ARMITAGE AVENUE
CHICAGO, IL 60639
Kenneth Klint
773-637-1116
773-637-8331</p> | <p>39) Vendor # 97833
WILLIAM A. RANDOLPH, INC
820 LAKESIDE DRIVE, UNIT 3
GURNEE, IL 60031
Peter Luedeking
847-856-0123
847-856-0696</p> |
| <p>35) Vendor # 15399
TYLER LANE CONSTRUCTION, INC.
4200 W VICTORIA ST.
CHICAGO, IL 60646
Larry Vacala
773-588-4500
773-588-3600</p> | <p>40) <u>Vendor # 67318</u>
<u>WALSH CONSTRUCTION COMPANY II, LLC</u>
<u>929 WEST ADAMS STREET</u>
<u>CHICAGO, IL 60607</u>
<u>Michael C. Whelan</u>
<u>312 563-5400</u>
<u>312-563-5466</u></p> |

12-0425-PR10

APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH MB REAL ESTATE SERVICES LLC FOR PROPERTY MANAGEMENT SERVICES AT 125 SOUTH CLARK STREET AND APPROVE THE FUNDING OF THE DISBURSEMENT ACCOUNT RELATED THERETO

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with MB Real Estate Services, LLC to provide property management services for the 125 South Clark building ("Building") at a total cost for the option period not to exceed \$6,703,296 (\$809,800 in management fees and \$5,893,496 in disbursement funding). 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 : 08-250022

Contract Administrator : Flores, Miss Nanzi / 773-553-2280

VENDOR:

- 1) Vendor # 30358
MB REAL ESTATE, LLC
181 WEST MADISON
CHICAGO, IL 60602
Kevin Purcell
312 726-1700

USER INFORMATION :

Contact:
11910 - Real Estate

125 South Clark Street 17th Floor

Chicago, IL 60603

Balistreri, Ms. Liza B

773-553-2901

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 09-0225-PR5) was for a term commencing July 1, 2009 and ending June 30, 2012, with the Board having two options to renew for two years each. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2 through a duly advertised Request for Proposal.

OPTION PERIOD:

The term of this agreement is being renewed for two years commencing July 1, 2012 and ending June 30, 2014.

EARLY TERMINATION RIGHTS: The early termination provision of the original agreement shall be amended to change the Board's right to terminate the agreement from 30 to 60 days written notice.

OPTION PERIODS REMAINING:

There is one option period for two years remaining.

SCOPE OF SERVICES:

Vendor during the option period will provide property management services, including maintenance and all operations of the Building, as follows:

Management Services

1. Manage, maintain and operate the Building;
2. Hire, supervise and oversee the building engineers;
3. Provide full financial accountability and report of income from and expenses of the Building;
4. Prepare financial and management reports and maintain appropriate records;
5. Manage and coordinate relations with Building occupants, including administration of all leases, communication with occupants, recording of rent collections, and provision of responsive occupant services;
6. Administer, interact with, and coordinate the performance of and pay for all goods and services from the Disbursement Account required in the operation of the Building;
7. Administer and coordinate capital improvements as directed by the Board;
8. Maintain all physical areas within the Building to assure that high levels of cleanliness, state of repairs, and aesthetic appeal are sustained in compliance with specifications as determined by the Board.

9. Operate and maintain all Building heating, ventilating and air conditioning systems and all other mechanical, electrical and plumbing systems;
10. Advise the Board, on an ongoing basis, as to building code compliance, liability, life safety, environmental contamination, and the American with Disabilities Act (ADA) compliance;
11. Maintain a Disbursement Account per appropriate industry standards; and maintain an electronic/telephone work order system.

Portfolio Management

1. Make recommendations regarding lease terminations and renewals;
2. Give timely notification and advice regarding lease renewal timelines or the exercise of lease options, and
3. Analyze, benchmark and supply market data to support proposed leasing transactions.

Auditing

1. Generate a monthly report that compares actual expenses versus projected expenses, determining and identifying any discrepancies; and
2. Provide monthly report on the status of work orders, other projects, including project timelines and action plans, reconciliation of accounts, and rent roll.

DELIVERABLES:

Vendor will continue to provide full financial accountability and reporting of income and expenses of the Building and prepare the annual operating and capital expenditure budget relating to the Building in conjunction with the Department of Operations.

OUTCOMES:

Vendor's services under the renewed Property Management Agreement will enable the Building to operate on a day-to-day basis.

COMPENSATION:

Vendor shall be paid during this option period as set forth below; total compensation for the first option period not to exceed \$809,800:

Consultant shall be paid as follows:

	Option 1 Year 1	Option 1 Year 2	Option 2* Year 1	Option 2* Year 2
Annual Management Fee	\$136,800	\$144,000	\$160,000	\$168,000

*Contingent Upon Board Approval

Annual Payroll expense for on-site administrative personnel	\$260,000	\$269,000	\$278,200	\$274,700
---	-----------	-----------	-----------	-----------

Total Management fee and payroll expenses	\$396,800	\$413,000	\$438,200	\$442,700
---	-----------	-----------	-----------	-----------

FUNDING OF DISBURSEMENT ACCOUNT: The Board shall fund a Disbursement Account in the amount of the annual approved budget for the operation of the Building, which account will be funded on a monthly basis in the amount equaling approximately 1/12 of the annual budget. Some monthly fluctuation may occur due to seasonal and/or one-time expenses. Vendor shall pay all vendor expenses and all other operations and management expenses for the Building from this account on behalf of the Board and shall account for all expenses paid from this account. The Disbursement Account shall not include funding for utilities or capital expenses for the Building. Although Vendor will manage and monitor the utilities and capital projects for the Building, these expenses will be paid directly by the Board.

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 Chief Operating Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

The M/WBE goals for this agreement included 25% total MBE and 5% total WBE participation. However, the Office of Business Diversity recommends a partial waiver of the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted due to the contract scope being not further divisible.

The vendor has identified the following:

Total MBE-28%
Triad Consulting Services
118 North Clinton, Suite 200
Chicago, Illinois 60606
Contact: Nikki Zollar

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

For Management Fees, On-Site Personnel and funding of Disbursement Account during first renewal period: \$6,703,296

Management fees and on-site personnel: option 1 year 1: \$396,800

Funding of Disbursement Account (Contingent on Board Approval): option 1 year 1: \$2,903,200

Management Fee and on-site personnel: option 1 year 2: \$413,000

Funding of Disbursement Account (Contingent on Board Approval): option 1 year 2: \$2,990,296

11910-115-54125-254009-000000-2013	\$396,800.00
11910-115-54105-254009-000000-2013	\$2,903,200.00
11910-115-54125-254009-000000-2014	\$413,000.00
11910-115-54105-254009-000000-2014	\$2,990,296.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

Ethics - The Board's Ethics Code adopted 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).

12-0425-PR11

APPROVE THE PRE-QUALIFICATION STATUS OF AND ENTERING INTO AGREEMENTS WITH CONTRACTORS TO PROVIDE JOB PREPAREDNESS TRAINING THROUGH AUDITORIUM RENOVATIONS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the pre-qualification status of and entering into agreements with contractors to provide job preparedness training through auditorium renovations at a cost not to exceed \$500,000 in the aggregate. Contractors were selected on a competitive basis pursuant to Board Rule 7-2. Written master agreements are currently being negotiated. No services shall be provided by and no payment shall be made to any contractor prior to the execution of their written master agreement. The pre-qualification status approved herein for each contractor shall automatically rescind in the event such contractor fails to execute the Board's master agreement within 120 days of the date of this Board Report. Information pertinent to these master agreements is stated below.

Specification Number : 11-250059

Contract Administrator : Knowles, Miss Demetra / 773-553-2280

CONTRACTOR:

- 1) Vendor # 21503
AMER-I-CAN ENTERPRISE II, INC
3260 WEST WARREN
CHICAGO, IL 60624
Harold Davis Jr.
773 988-5588
312-633-9346
- 2) Vendor # 01135
PROLOGUE W.E.B. DUBOIS ACADEMY
1135 NORTH CLEAVER, 2ND FLR.
CHICAGO, IL 60642
Dr. Nancy E. Jackson
773 935-9925
773-935-1215

USER INFORMATION :

Contact:
11860 - Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603
McGuffage, Mr. Terrence William
773-553-2960

TERM:

The term of this pre-qualification period and each master agreement shall commence on May 1, 2012 and end on April 30, 2014. The Board shall have the right to extend the pre-qualification period and each master agreement for 2 additional 24 month periods.

SCOPE OF SERVICES:

Each pre-qualified contractor shall provide the following services:

Work with the Board's Career & Technical Education (CTE) department to select high school students for participation in this program.

Pay each high school student in the program \$8.25/hour. High school students can only work a maximum of twenty-five (25) hours/week during the school year, and forty (40) hours per week during the summer

Perform auditorium renovation services identified in scopes of work in compliance with all applicable laws rules, codes and regulations.

Procure all permits, licenses and approvals.

Plan, coordinate, administer and supervise the work.

Procure all materials and equipment required for each awarded project

Prepare and submit timely status and progress reports and update project completion schedules when requested by the Board.

Meet with Board representatives as required to discuss work in progress and other matters.

Provide all necessary labor and materials to complete project successfully. Specific projects will be bid and awarded on the basis of both cost to renovate the auditorium and the skills training proposed.

COMPENSATION:

The sum of payments to all pre-qualified contractors for the pre-qualification term shall not exceed \$500,000.

USE OF POOL:

The Department of Operations is authorized to receive services from the pre-qualified pool as follows. pre-qualified contractors shall be eligible to bid on the Board's various auditorium renovation projects. Each project shall be awarded to the lowest, responsive, responsible bidder.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Per Contract Goal method for M/WBE participation will be utilized. Thus, contracts for subsequent vendors from the pool created by this agreement will be subject to compliance reviews on a contract-by-contract basis. Aggregated compliance of the vendors in the pool will be reported on a monthly basis and will adhere to the required goals of 26% total MBE and 5% total WBE participation.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Operations: \$500,000
Various Operating Budgets

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).

12-0425-PR12

APPROVE THE AWARD OF CONSTRUCTION CONTRACTS AND APPROVE CHANGES TO CONSTRUCTION CONTRACTS FOR THE BOARD OF EDUCATION'S CAPITAL IMPROVEMENT PROGRAM

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the award of Capital Improvement Program construction contracts in the total amount of \$887,110.63 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

Approve changes to existing Capital Improvement Program construction contracts, in the amount of \$541,055.00 as listed in Appendix B of this report. 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.

Approve changes to existing Capital Improvement Program construction contracts, in the amount of \$1,360,424.00 listed in Appendix C of this report. These construction contract changes are being submitted to the Board for approval prior to processing 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 in excess of \$50,000 or 10% of the original contract amount, whichever is less, or, as provided under Section 7-5 of the Rules, are necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property or 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
will be used for all Change Orders (Appendix B & C); 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).

THIS SPACE INTENTIONALLY LEFT BLANK

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

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

April Change Order Log
Changes Under \$50,000 and 10% (Cumulatively)

APPENDIX B
3/23/2012

School	Project Number	Original Contract Amount	Vendor	Current Change Order Amount	Sub Total	Previous Approved Changes	Revised Contract Amount	Total % of Contract
Chicago High School for the Arts (Former Doolittle West)	2011-26491-CSP	\$3,575,344	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		\$169,548	\$183,120	\$3,928,012	9.86%
<u>Change Order Descriptions</u>								
<ul style="list-style-type: none"> 1. Remove and dispose of existing glazing in two sections of the windows to accommodate new AC window units. 2. Install insulated metal panel within existing window frame. Install aluminum support system for AC window unit (2 total) 3. Provide convenience outlets on East side of rooms. 				\$23,965				
<ul style="list-style-type: none"> 1. Remove existing coat hooks. Paint wall to match existing. 2. Provide metal stud enclosures for 2 trophy cases (DO NOT INCLUDE Trophy cases) 3. Paint additional walls in Music Hall dark blue, from stage sides to sound panels. 4. Replace 10 closet doors in classrooms w/ wood doors to match existing. 5. Replace p-trap in sinks at Art rooms 163 and 164 with 2 solid interceptors (Smith Mfg Co. Model #8870 or approved equal) 				\$42,625				
***See bulletin for further items.								
<ul style="list-style-type: none"> Provide rental equipment as required for shows until final theatre equipment is installed and available to the school. 				\$49,183				
<ul style="list-style-type: none"> 1. Re-label ALL existing and new phone/data jacks to correspond with the new room numbers of the building. 2. Test all lines before relabeling with proper names. 				\$33,001				
<ul style="list-style-type: none"> 1. Provide 2 electric heaters MUH-03-81 at each end of the science/art rooms corridor. 2. Provide 1 fin tube radiator and cover 10 feet long along the Northeast corridor. Tie to the existing system and mount 28'-0" from floor. 3. Provide 1 fin tube radiator and cover 8 feet long along the Music Hall exit corridor. Tie to the existing system and mount 28'-0" from floor. 				\$8,041				
<ul style="list-style-type: none"> 1. G.C. to test pressure at the capped gas line. 2. Report findings to AOR 				\$719				
<ul style="list-style-type: none"> 1. Provide new 100 amp EM panel at Lobby of Auditorium of Doolittle East. 2. Remove and dispose of existing light fixtures in toilet rooms and lobby (7 light fixtures) 3. Provide 9 new 1x4 surface mounted light fixtures to toilet rooms and lobby. 2 light fixtures in each toilet room and 5 light fixtures in lobby. 4. Provide prong only to skim coat entire lobby ceiling and paint 				\$11,069				
<ul style="list-style-type: none"> Upgrade room 172 mechanical for ventilation and provide new soffit to enclose ductwork. 				\$946				
Harlan Academy High School	2010-51021-ADA	\$859,000	Miller		\$12,999	\$71,451	\$943,450	9.83%
<u>Change Order Descriptions</u>								
<ul style="list-style-type: none"> Remove and dispose of existing concrete walkway from Annex Building to Main Building. Provide new 5" concrete sidewalk. Remove and replace existing asphalt roadway from Annex Building to Main Building. 				\$12,667				
<ul style="list-style-type: none"> Provide two new signs that read "Lift Within Auditorium Space". Install signs at Main entrances to school. 				\$332				

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

April Change Order Log
Changes Under \$50,000 and 10% (Cumulatively)

APPENDIX B
3/23/2012

School	Project Number	Original Contract Amount	Vendor	Current Change Order Amount	Sub Total	Previous Approved Changes	Revised Contract Amount	Total % of Contract
Armour School	2011-22061-ADA	\$3,060,598	Scale Construction, Inc.		\$56,484	\$234,062	\$3,351,145	9.49%
<u>Change Order Descriptions</u>								
• Provide FRP and gyp bd walls at west lunchroom and offices 003/3A of main building in the basement. Patch spalled masonry walls at corridor and elevator vest of main building basement. Upon prep for paint, existing walls were discovered to be deteriorated and required lamination.				\$29,208				
• Remove existing existing wood floor in main office. Provide new underlayment. Existing wood sub floor was discovered to be in poor condition, and would not be level enough for new VCT flooring.				\$12,717				
• Replace outlets in the Main Building basement corridor. Remove and reinstall existing high bay light and speaker in the branch building basement and relocate to outside of the new cooler room. Replace the existing door station and wire into the new system. Add new 20A 1P light switch in #112A Branch building. Add an outlet in kitchen manager's office. Add one AI phone door station to the new office. Relocate elevator disconnect switch.				\$6,836				
• Provide new wood framed opening between classroom 212 and wardrobe 211A. School requested access to the wardrobe directly from the classroom, as the ADA reconfigured room 211 from a classroom into an office.				\$5,366				
• Relocate existing compressor to provide clearance at new electrical panel, required by code. Replace existing cracked nipple at fire suppression system. Determine discovered ductwork at attic is active.				\$2,357				
Lane Tech Stadium	2011-68040-UAF	\$2,665,000	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		(\$2,592)	\$217,596	\$2,880,004	8.07%
<u>Change Order Descriptions</u>								
• Unused allowance funds credited to the project				(\$2,592)				
Dunbar High School	2010-53021-ADA	\$2,407,078	Reliable & Associates Construction Co		(\$5,834)	\$169,272	\$2,570,516	6.79%
<u>Change Order Descriptions</u>								
• credit remaining allowances in contract				(\$5,834)				
Shoop School	2011-25381-STR	\$361,595	MCDONAGH DEMOLITION INC		\$22,426	\$0	\$384,021	6.20%
<u>Change Order Descriptions</u>								
• Scope of the project was modified after bid. Modifications included installation of an infill wall between the Ash Room and the Boiler Room, demolition of existing electrical in Ash Room, and hand application of waterproofing at perimeter of Boiler House. Changes were owner-directed.				\$22,426				
Colman School (Closed)	2011-22781-MCR	\$2,550,000	Wight Construction (Wight & Company)		\$8,798	\$121,240	\$2,680,038	5.10%
<u>Change Order Descriptions</u>								
• Replace deteriorated galvanized piping in existing plumbing chase at rooms 105 and 216				\$15,080				
• Credit for deleted scope at rooms 307 and 308 per Bulletin 6				(\$6,282)				
Nightingale School	2011-24671-MCR	\$5,274,038	Tyler Lane Construction Inc		\$6,189	\$254,807	\$5,535,034	4.95%
<u>Change Order Descriptions</u>								
• Material and labor to perform approx. 30 SF of plaster patching and approx. 50 SF of scraping, priming and painting of existing patched areas in the Library and Main Bldg				\$4,392				
• ALLOWANCE-Plate interferences-Install 3 JF1 termination plates at joists 2, 3 and 4 from col 1 at the south end of the school per sketch provided with Bulletin				\$1,797				

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

April Change Order Log
Changes Under \$50,000 and 10% (Cumulatively)

APPENDIX B
3/23/2012

School	Project Number	Original Contract Amount	Vendor	Current Change Order Amount	Sub Total	Previous Approved Changes	Revised Contract Amount	Total % of Contract
Southside Occupational Academy	2011-49031-SAC	\$433,000	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		(\$67)	\$20,371	\$453,304	4.69%
<u>Change Order Descriptions</u>								
• CREDIT: credit for remaining allowance money that will not be used by the project				(\$67)				
Hope Contract School (at Spalding HS)	2009-5990-MCR	\$26,616,121	Michuda Construction, Inc.		(\$22,655)	\$1,162,657	\$27,756,123	4.32%
<u>Change Order Descriptions</u>								
• Credit for deletion of scope related to the roof mounted light fixtures.				(\$12,207)				
• Credit material cost for new OA dampers				(\$8,177)				
• credit remaining allowances in contract				(\$2,271)				
Clemente Academy	2011-51091-ADA	\$11,707,311	Chicago Commercial Contractors, LLC		\$12,122	\$489,690	\$12,209,123	4.29%
<u>Change Order Descriptions</u>								
• Identify source of water infiltration into elevator excavation. Provide report of findings.				\$523				
• Provide floor stops at the following doors 200.255, 350A B C & D, 450A B C & D, 550A B C & D, 650A B C & D, 750A B C & D. Floor stops were not called out on the drawings.				\$1,672				
• Remove 2' x 10' piece of concrete that became dislodged and fell during excavation Replace concrete with new to fill the void.				\$9,927				
Schubert School	2011-25291-MCR	\$4,791,894	Tyler Lane Construction, Inc.		\$6,200	\$193,010	\$4,991,104	4.16%
<u>Change Order Descriptions</u>								
• Disconnects at toilet room unit heaters. This was omitted from the drawings				\$6,200				
Howe School	2010-23851-ADA	\$1,110,372	Chicago Commercial Contractors, LLC		(\$800)	\$45,866	\$1,155,438	4.06%
<u>Change Order Descriptions</u>								
• Provide credit to delete specified ramp and handrails at 1st Floor, entry #2, lobby 1a GC to eliminate the ramp, and proposed handrails. GC to provide credit for material and/or work not required.				(\$800)				
Payton High School	2011-70020-MCR	\$5,025,000	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		\$28,179	\$153,163	\$5,206,342	3.61%
<u>Change Order Descriptions</u>								
• 1. At Auditorium ceiling new curved sound reflectors. extend sprinklers through new sound reflectors. Refer to RFI 037				\$15,000				
2. At Science labs new floors provide ADA compliant aluminum transition strips between the floor of the emergency shower area and the floor of the lab. Refer to RFI 065								
Battered plywood in the Auditorium change order								
• For door hardware sets to doors S3 1A, S5 1A, and S6 1A provide a rim exit device in lieu of surface mount vertical rods				\$4,000				
• Remove and demolish existing ADA cracked water closet in room 209A and provide new WWC-1 fixture. Provide CMU blocking patching to support the new panel and drinking fountains				\$3,147				
• Repair of canopy sheet metal closure on the West side of the school				\$3,032				
• Provide new concrete curb at the East entrance front planter per response to RFI 052				\$3,000				

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

April Change Order Log
Changes Under \$50,000 and 10% (Cumulatively)

APPENDIX B
3/23/2012

School	Project Number	Original Contract Amount	Vendor	Current Change Order Amount	Sub Total	Previous Approved Changes	Revised Contract Amount	Total % of Contract
Jefferson T. School	2011-23941-CSP	\$5,340,000	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		\$6,004	\$182,679	\$5,528,683	3.58%
<u>Change Order Descriptions</u>								
• Additional masonry repairs at chimney, boiler house, south elevation, west elevation, south and east elevations per Bulletin #44				\$4,870				
• Pricing for changes to Engineer's vestibule area per sketches provided with Bulletin 51				(\$2,366)				
• Pricing to add a recirculating pump at risers S&E per Bulletin 17 attached sketches and RFI 43.				\$8,500				
• Credit for keynote #13 4ea roof drains on Roof A. Cast iron strainer to be provided as noted on dwgs. Roof B and C provide a credit for keynote #13 6 ea drains. At 5 locations provide new cast iron strainer instead and paint existing metal drain pan.				(\$5,000)				
Lewis School	2011-24151-SIP	\$6,918,442	Chicago Commercial Contractors, LLC		\$1,489	\$237,287	\$7,157,218	3.45%
<u>Change Order Descriptions</u>								
• Per RFI's 60 & 71, approved generator is longer than basis of design. Lengthen the enclosure to accommodate the approved generator				\$1,489				
Carpenter School (Closed)	2011-22561-CSP	\$729,727	All-Bry Construction		\$23,882	\$0	\$753,609	3.27%
<u>Change Order Descriptions</u>								
• Install stainless steel, adhesive spiral anchors at north elevation wing walls. Remove and install new face brick masonry at window lintel of north elevation. Remove and provide new parapet at full depth on south elevation. Remove and reinstall 2 limestone panels units at the south elevation along with reanchoring and providing new strap anchors at adjacent limestone units (5).				\$16,499				
• ALLOWANCE. Replace 2 inoperable EM fixtures at door 1028 and 1028A. Provide steel angle supports around 2 roof penetrations in room 1028A. Connect exterior trench drain to storm line in yard				\$7,383				
Card catalog drops and painting of fitness storage room.								
Austin Business and Entrepreneurship	2010-51011-PLS	\$652,000	Miller		\$4,991	\$14,188	\$671,179	2.94%
<u>Change Order Descriptions</u>								
• Modifications to drain				\$4,991				
Haley, Alex School	2011-22301-MCR	\$2,363,718	Chicago Commercial Contractors, LLC		(\$754)	\$63,000	\$2,425,964	2.63%
<u>Change Order Descriptions</u>								
• deductive change order to close out allowances				(\$754)				
Deneen School	2010-22931-CSP	\$1,000,927	Chicago Commercial Contractors, LLC		\$21,871	\$832	\$1,023,630	2.27%
<u>Change Order Descriptions</u>								
• Overtime to meet Track E schedule change				\$21,871				
O'Toole School	2011-24801-SIP	\$7,594,500	Blinderman Construction Company		\$44,000	\$122,718	\$7,761,218	2.20%
<u>Change Order Descriptions</u>								
• Cap existing gutter drains and install new copper sleeve with drain cover at new locations				\$44,000				

April Change Order Log
Changes Under \$50,000 and 10% (Cumulatively)

APPENDIX B
3/23/2012

School	Project Number	Original Contract Amount	Vendor	Current Change Order		Previous Approved Changes	Revised Contract Amount	Total % of Contract
				Amount	Sub Total			
Hancock High School	2011-46021-MCR	\$7,284,455	Tyler Lane Construction, Inc.		\$27,149	\$131,320	\$7,442,924	2.18%
			<u>Change Order Descriptions</u>					
			• Install plaster lath and plaster to gymnasium walls.	\$4,005				
			• Masonry infill at existing door cavities	\$8,043				
			• After owner provided furniture arrived, it was discovered that there were no "table raceways" included in the furniture. Costs are to provide wiremold raceways for all computer desks.	\$6,912				
			• Provide reinstallation of fixtures in 2nd floor faculty toilet room and provide demolition at proposed Unisex Toilet Room.	\$4,190				
			• Auditorium Rubber Base	\$4,000				
			ALLOWANCE: Furnish 96 patch cables for computers in Library and Computer Classroom 121. AOR did not issue Div 17 Specifications with bid documents.					
Lincoln Park High School	2011-46321-ADA	\$7,924,000	Blinderman Construction Company		\$88,773	\$70,804	\$8,063,577	2.01%
			<u>Change Order Descriptions</u>					
			• Locate Elevator A 6" (min.) to the south as required so as to facilitate the construction of the new pit foundation walls and new grade beams (see attached sheet SA.3).	\$17,500				
			• Demolition of the existing wall at Vestibule F-1 to Elevator Corridor EA-1C has uncovered a steel beam above floor level. GC to cut existing beam in area of new opening. Attach new plate, column, and footing as shown on Structural Drawing revisions. Provide spray-on fireproofing at structural column (UL X751).	\$17,082				
			• Abate existing ACM flooring in Storage Room 013	\$14,927				
			• Install new W8x18 supports so as to reinforce bearing of the existing masonry wall at the north of Elevator A	\$13,000				
			• Install new W8 beam below existing W12 so as to complete connection of new steel framing. See attached sheets W25EL-A SA1 & W25EL-A SA2. Furnish additional spray-on type fire proofing on new W8 2 hr rating	\$11,360				
			• Relocate tables from LPHS to CPS Warehouse.	\$5,000				
			• The wall clouded on A3 05 is indicated to be existing and as verified is not.	\$4,000				
			• Abate Lead paint from existing steel beams prior to completing new connections.	\$2,907				
			• Annex Women's Locker Room- Install additional pneumatic tubing to new thermostat. Approx. 15'. Extend and connect tubing to nearest connection location	\$916				
			• At the upper level of the Auditorium are existing exhaust grilles not indicated on the drawings. The walls at these exhaust grilles are to have 5/16" cement backer and veneer plaster.	\$774				
			• Provide poplar trim at back side of grille above glazed CMU. Paint to match upper wall	\$750				
			• Install fire extinguishers in elevator machine room as required by City of Chicago Elevator Inspector	\$557				

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

April Change Order Log
Changes Under \$50,000 and 10% (Cumulatively)

APPENDIX B
3/23/2012

School	Project Number	Original Contract Amount	Vendor	Current Change Order Amount	Sub Total	Previous Approved Changes	Revised Contract Amount	Total % of Contract
Julian High School	2011-46401-MCR	\$3,487,700	Miller		(\$4,735)	\$64,574	\$3,547,539	1.72%
<u>Change Order Descriptions</u>								
• Additional brick removal and flashing were required at the steel beam per sketch issued with RFI #34 response				\$9,942				
• Demo existing concrete deck and steel and rework opening to accommodate a new roof hatch.				\$7,710				
• Main Building Roof Curb Flashing				\$1,513				
• Delete from scope the additional masonry needed to raise the parapet height for the roofing install.				(\$24,000)				
Burbank School	2011-22401-PKG	\$599,965	OCA Construction, Inc.		\$1,319	\$0	\$601,284	1.57%
<u>Change Order Descriptions</u>								
• Storm sewer re-route. Discovered Condition: Receiving storm sewer for east detention was not found in the field as shown on the drawing.				\$9,401				
• Unused allowance - credit back to the owner.				(\$8,082)				
Dunbar High School	2011-53021-SER	\$373,490	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		\$4,516	\$0	\$378,006	1.21%
<u>Change Order Descriptions</u>								
• ALLOWANCE: Provide emergency service feeder raceway concrete encasement not less than 2 inches thick in accord with CEC 18-27-230.6. Emergency service location to be on north wall of switchboard room, east of new switchboard per RFI#3 response				\$4,516				
Wells Academy High School	2011-51071-PLS	\$2,331,600	Miller		\$3,035	\$20,261	\$2,354,896	1.00%
<u>Change Order Descriptions</u>								
• At Boys Shower Room 223C and Drying Room 223D, remove all existing brackets, screws and piping from wall. Fill holes with grout to match existing				\$3,035				
Gately Stadium	2011-68100-UAF	\$3,280,206	Chicago Commercial Contractors, LLC		\$24,846	\$5,709	\$3,310,761	0.93%
<u>Change Order Descriptions</u>								
• Costs to complete all of stadium requests, including ice machine hook up and additional concrete for trailers				\$6,487				
• Electrical conduit discovered conditions				\$18,359				
Williams School	2011-25891-CSP	\$2,447,721	Miller		\$19,344	\$2,524	\$2,469,589	0.89%
<u>Change Order Descriptions</u>								
• The existing drain (in slab) line from fan room 002 goes directly through the proposed elevator pit. Remove the section of piping in conflict and install new 4" drain line as shown on the enclosed sketch				\$17,018				
• In check room 123A - Provide (1) 20AMP outlet on the north and (1) 20AMP outlet on the west wall				\$1,820				
• Provide (2) new data lines at the main office 115. There currently is wire mold and a quad face plate with only (2) active data jacks and (2) blanks. Convert the (2) blanks to be active data ports. Cabling back to concentration box, terminated and tested. The location of this is just west of the new counter along the south wall of the administration area				\$506				

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

April Change Order Log
Changes Under \$50,000 and 10% (Cumulatively)

APPENDIX B
3/23/2012

School	Project Number	Original Contract Amount	Vendor	Current Change Order Amount	Sub Total	Previous Approved Changes	Revised Contract Amount	Total % of Contract
Avondale School (Consolidated into Logan Dale)	2011-22121-STR	\$380,249	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		(\$5,000)	\$7,927	\$383,176	0.77%
<u>Change Order Descriptions</u>								
• Unused Allowance				(\$5,000)				
Raymond (Closed)	2009-5570-ADA	\$1,572,191	Chicago Commercial Contractors, LLC		(\$1,471)	\$5,600	\$1,576,320	0.26%
<u>Change Order Descriptions</u>								
• Provide a credit for the assisted listening device				(\$1,471)				
DuSable Campus	2011-46541-MCR	\$12,540,000	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		(\$8,000)	\$0	\$12,532,000	-0.06%
<u>Change Order Descriptions</u>								
• CO- CREDIT for keynote 4.10 and 4.20 lintel replacement				(\$8,000)				
Poe School	2011-29261-NCP	\$415,244	Old Veteran Construction		(\$1,202)	\$0	\$414,042	-0.29%
<u>Change Order Descriptions</u>								
• IFC Set: Cleanouts added per DWM comments				(\$1,202)				
Total Change Orders:					\$541,055			

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

April Change Order Log
Changes Over \$50,000 or 10% (Cumulatively)

APPENDIX C
3/23/2012

School	Project Number	Original Contract Amount	Vendor	Current Change Order Amount	Previous Approved Changes	Revised Contract Amount	Total % of Contract
Simeon High School	2011-53061-MEP	\$555,000	F.H. Paschen, S.N. Nielsen & Assoc., Inc.				
			<u>Change Order Descriptions</u>				
			• Credit for cmu vs acoustical	(\$4,200)	\$259,378	\$810,178	45.98%
	Reason for Prior Change Order(s):		During permit review the original design was rejected. Relocated the pool dehumidification unit from inside the mechanical room to outside the building. Reverse ducting, piping and electrical work accordingly. Provide masonry enclosure around new unit and restore all finishes. Also, at owners direction revisions were made to the masonry enclosure for added security, structural changes for support and credit for ductwork revisions from oval to spiral.				
Curtis School	2010-23061-CSP	\$3,574,577	Chicago Commercial Contractors, LLC				
			<u>Change Order Descriptions</u>				
			• Provide upholstered seats on the 1st floor auditorium and provide the seats for the balcony level	\$36,609	\$967,307	\$4,578,493	28.08%
			• Install doors and frames at two openings for lunch room 011	\$15,901	\$967,307	\$4,557,785	27.51%
	Reason for Prior Change Order(s):		Major change orders included auditorium seating, skum coating all existing plaster ceilings throughout Main Building, basement level power, auditorium balcony revised to provide ADA compliant access and code compliant stairs, handrails, and guardrails. Also, provided a new cooling system to serve the MDF room on the second floor of the Annex Building. Paint annex building.				
Boone School	2012-22271-SIT	\$21,963	All-Bry Construction				
			<u>Change Order Descriptions</u>				
			• Additional televising and asphalt work required	\$5,490	\$0	\$27,453	25.00%
	Reason for Prior Change Order(s):		There have been no previous change orders for this project.				
Burbank School	2011-22401-PKG	\$599,965	OCA Construction, Inc.				
			<u>Change Order Descriptions</u>				
			• IFC Changes: There was large change in aggregate stone quantities from transfer to final OTB documents. Due to the oracle shut down the GC's proposal was base on the transfer documents	\$124,706	\$1,319	\$725,990	21.01%
	Reason for Prior Change Order(s):		Storm sewer re-route. Discovered Condition: Receiving storm sewer for east detention was not found in the field as shown on the drawing. Less: Unused allowance - credit back to the owner				
Chicago High School for the Arts (Former Doolittle West)	2011-26491-CSP	\$3,575,344	F.H. Paschen, S.N. Nielsen & Assoc., Inc.				
			<u>Change Order Descriptions</u>				
			• Provide new lighting, sound and structural supports for new system at Auditorium in East Building. See attached list for the equipment. Forthcoming new rigging system design, lighting and sound component drawings	\$352,635	\$236,896	\$4,164,875	16.49%
	Reason for Prior Change Order(s):		Owner Directed: Upgrade existing exterior lighting as a safety precaution. Provided 2 portable aluminum ramps that will support the lift ordered.				
Doran School	2010-22971-MCR	\$4,875,000	All-Bry Construction				
			<u>Change Order Descriptions</u>				
			• Provide dumpster pad and enclosure as relocated and specified in south west lot on SK#5 and SK#6 attached. Contractor shall provide a credit for not installing the dumpster pad and enclosure as noted on drawings L1.1 and L1.3	\$19,554	\$741,883	\$5,636,437	15.62%
	Reason for Prior Change Order(s):		Change orders included parapet & masonry repairs, additional face brick, grinding, window frames and luck pointing. In addition, rebuilt masonry at roof side of stair tower, auditorium roof deck and additional clay tile.				

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

April Change Order Log
Changes Over \$50,000 or 10% (Cumulatively)

APPENDIX C
3/23/2012

School	Project Number	Original Contract Amount	Vendor	Current Change Order Amount	Previous Approved Changes	Revised Contract Amount	Total % of Contract
Harlan Academy High School	2010-1350-PLS	\$849,000	Miller				
			<u>Change Order Descriptions</u>				
			<ul style="list-style-type: none"> 1. GC to telescope two main pool drains to verify if we can provide a pipe liner in the main drain pipe. 2. GC to provide 2 DVD's with video, report of results, and recommendations from plumbing contractor. 	\$5,303	\$120,507	\$974,810	14.82%
			<ul style="list-style-type: none"> 1. Perform pipe test on main drain. Report findings to AOR and CM. 2. If there is no leak in the drain pipe, perform a static water test and plug the pipe in the main drain sump. If the pool does not lose water during the static test, this means there is a leak in the main drain pipe, and would not need to be repaired. If the pool does lose water during the static test, report to AOR and CPS. 	\$2,723	\$120,507	\$972,230	14.51%
			Reason for Prior Change Order(s):	Remove & replace the existing marquee sign. Furnish and install 12 new bulletin boards. Replace broken/missing stairs at the SW stair tower. Provide new projection system in the Lunch Room. Provide additional power outlets at the security desk. Relocate existing bus tracker (installed by CTA). Owner directed as part of the Culture of Calm program. Additional corrections made during IDPH review.			
Phillips High School	2010-46261-CSP	\$3,191,901	Chicago Commercial Contractors, LLC				
			<u>Change Order Descriptions</u>				
			<ul style="list-style-type: none"> Reuse section of existing return duct. Delete select sections of flooring removal. Increase duct runs at 1st floor corridor to avoid existing conduit. Seal existing duct at 6 locations to accommodate reuse. 	\$13,751	\$438,102	\$3,643,753	14.16%
			Reason for Prior Change Order(s):	Numerous revisions requested during permit review. Remove and replace existing sanitary line with 3" copper full length of run above floor. Rense 4-hour separation to include new 12" CMU walls. Remove and replace spalled and failing plaster behind existing base removed for installation of new epoxy flooring cove base throughout corridor. At the schools request, provided labor and dumpsters to assist the school with debris removal and clean-up in-time for the start of school.			
Darwin School	2011-22681-ADA	\$4,321,000	F.H. Paschen, S.N. Nielsen & Assoc., Inc.				
			<u>Change Order Descriptions</u>				
			<ul style="list-style-type: none"> Provide mailboxes for the office as shown in the revised sketch ASK-109R3. 	\$7,337	\$485,913	\$4,814,250	11.42%
			Reason for Prior Change Order(s):	Owner Directed, furnish and install new auditorium seating (545 chairs). Rebuild the parapet at the southeast corner, demo existing play lot, equipment and fencing, furnish and install new play lot and equipment on the west side of the school. Also, furnished and installed new 1-1/2" hot water lines and return lines to the unisex bathrooms.			
Mather High School	2007-1480-CSP	\$27,189,127	Tyler Lane Construction, Inc.				
			<u>Change Order Descriptions</u>				
			<ul style="list-style-type: none"> Relocate pump and strainer to return line up to dehumidification unit. Pump shall be oriented to pump through coil. Disconnect and reconnect power wiring and controls to pump. 	\$3,526	\$2,971,713	\$30,164,366	10.94%
			Reason for Prior Change Order(s):	Revisions to the notation as required by IDPH. Repairs required for complete operation of (3) boilers. OCCP labs to be completed as part of renovation project. Other interior and exterior owner directed and/or school requested scope changes or additions.			
Nightingale School	2011-24671-MCR	\$5,274,038	Tyler Lane Construction, Inc.				
			<u>Change Order Descriptions</u>				
			<ul style="list-style-type: none"> Cost to sand and prep FRP coated areas to receive smoke and flame coating, including temporary tent enclosures, removal of gnd and A.C.T., scaffolding and cleaning of work areas. 	\$189,210	\$254,807	\$5,718,054	8.42%
			Reason for Prior Change Order(s):	Omissions included removal of existing and non-functioning parapet and additional masonry floor and plaster work in 1st and 2nd floors. Discovered conditions included additional plaster work at stairwells, corridors and ceilings. additional FRP work at auditorium. labor and materials to perform concrete roof deck repair, replace four (4) existing masonry support piers on the roof.			
Pasteur School	2011-24851-MCR	\$6,449,000	Alt-Bry Construction				
			<u>Change Order Descriptions</u>				
			<ul style="list-style-type: none"> CO see CM for details 	\$214,200	\$182,626	\$6,845,827	6.15%
			<ul style="list-style-type: none"> CO see CM for details 	\$103,585	\$182,626	\$6,735,211	4.44%

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

April Change Order Log
Changes Over \$50,000 or 10% (Cumulatively)

APPENDIX C
3/23/2012

School	Project Number	Original Contract Amount	Vendor	Current Change Order Amount	Previous Approved Changes	Revised Contract Amount	Total % of Contract
			Reason for Prior Change Order(s):	Due to discovered conditions provided equipment, labor, material and supervision to provide additional masonry demolition and CMU rebuild at the North, South and East elevations. Upon demolition of the face brick the backup was crumbling masonry units and not concrete as indicated on the drawings.			
Disney II Magnet	2011-26921-BLR	\$3,286,000	F.H. Paschen, S.N. Nielsen & Assoc., Inc.				
			<u>Change Order Descriptions:</u>				
			• Rebuild of additional masonry at the parapet corners of the class room building.	\$56,354	\$121,993	\$3,464,347	5.43%
			Reason for Prior Change Order(s):	The owner directed the GC to issue a check to ComEd for the installation of the new service to expedite the ComEd work. Various discovered condition change orders including ridding, steel framing for gym roof, electric motors and fan room modifications.			
Lewis School	2011-24151-SIP	\$6,918,442	Chicago Commercial Contractors, LLC				
			<u>Change Order Descriptions:</u>				
			• T&M Discovered Condition Spandrel Shoring	\$100,649	\$238,776	\$7,257,867	4.91%
			Reason for Prior Change Order(s):	The major change order on this project was to repair the concrete lintel beams using epoxy injection, additional stirrup reinforcement and concrete patching. To complete the epoxy injection some interior finish work was required. Allowances were used to remove ACM debris and dirt from behind radiator grill, patch around frame to prevent further release of materials.			
O'Toole School	2011-24801-SIP	\$7,594,500	Blinderman Construction Company				
			<u>Change Order Descriptions:</u>				
			• Replace damaged BAS equipment and attic stock for ACT due to water leak that occurred on the weekend of 8/27/11	\$53,091	\$166,718	\$7,814,309	2.89%
			Reason for Prior Change Order(s):	Discovered condition change orders include: replace the duplex sump pumps in the Boiler House and provide 2 new sump pumps in the mechanical spaces. Provide labor and material for a new grade beam at the chiller enclosure footings. Reroute electrical discovered above ceilings. Provide drywall soffit when feasible. E&O's included. Install new toilet exhaust ducts. Additional ACM abatement at the boiler insulation. Environmental abatement of the existing caulk material.			
Lincoln Park High School	2011-46321-ADA	\$7,924,000	Blinderman Construction Company				
			<u>Change Order Descriptions:</u>				
			• Provide all labor, materials, tools, equipment, etc. as required to remove and replace approximately 17 feet of pipe from the cleanout just west of the elevator shaft to the existing check valve located in the corridor manhole. Replace existing check valve with new check valve located in existing corridor manhole. Make all final connections.	\$60,000	\$70,804	\$8,054,804	1.65%
			Reason for Prior Change Order(s):	Changing of the floor finish in Art Labs. The current elevator pit is unsuitable for the foundation support. Hayward Baker has been contacted to provide a solution to rectify the condition which consists of pumping low-mobility grout to the excavation level of the elevator pit as well as vacuuming the displaced soils.			
Total Change Orders:				\$1,360,424			

12-0425-PR13

AMEND BOARD REPORT 09-1216-PR15
APPROVE ENTERING INTO AN AGREEMENT WITH OPENTEXT CORPORATION FOR STUDENT
AND TEACHER E-MAIL AND DOCUMENT COLLABORATION SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with OpenText Corporation ("OpenText") to provide student and teacher e-mail and document collaboration services to the Chicago Public Schools' Information and Technology Services at cost not to exceed \$3,573,200.00 for a two-year term, of which approximately ~~\$2,157,460.00~~ \$1,078,730.00 is the discounted portion of eligible E-Rate Services or products to be funded by the School and Libraries Division of the Universal Service Administration Company ("SLD/USAC"). The Board shall only be responsible for the non-discounted portion of E-Rate eligible services or products and the cost of ineligible services or products, which shall not exceed ~~\$1,415,740.00~~ \$2,494,470.00. No Board funds will be disbursed if E-Rate funding is denied except for Priority 1 Services as defined by SLD/USAC. Priority 1 Internet Access Services are those that are used as basic conduit access to the Internet, including e-mail. OpenText was selected on a competitive basis pursuant to Board Rule 5-4.1. A written agreement is currently being negotiated. No services shall be provided by OpenText and no payment shall be made to OpenText prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This April 2012 amendment is necessary to increase the Board's share of the cost of services by \$499,516.46. The increased cost to the Board is a result of not receiving E-Rate funding for Fiscal Year 2012. A written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event an amendment is not executed within 90 days of the Board Report.

Specification Number : 09-250029

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

VENDOR:

- 1) Vendor # 15243
 OPEN TEXT, INC.
 100 TRI-STATE INTERN'T'L PKWY.
 LINCOLNSHIRE, IL 60069
 James Reider
 773-929-0458

USER INFORMATION:

Contact: 12510 - Information & Technology Services
125 South Clark Street - 3rd Floor
Chicago, IL 60603
Tidmarsh, Mr. Lachlan W.
773-553-1300

Project Manager: 12510 - Information & Technology Services
125 South Clark Street - 3rd Floor
Chicago, IL 60603
Jones, Mr. Rodney W.
773-553-1300

TERM:

The term of this agreement shall commence on July 1, 2010 and shall end June 30, 2012. This agreement shall have four options to renew for periods of one-year each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

OpenText will provide the following services:

Internal and external Web mail access for student and employee users of the e-mail service
 System capable of supporting up to 450,000 users and operating 24 hours a day, seven days a week, and 365 days a year
 Comprehensive, integrated e-mail, and document collaboration solution
 External and internal hosting solutions
 Encrypted connections to e-mail servers
 Implementation plan
 Project timelines

Training and marketing
Virus protection
Secure authentication via Microsoft Active Directory
End user and support personnel training (e.g., Help Desk agents, Messaging Administrators, etc.)
Compatibility and integration
Archiving

DELIVERABLES:

OpenText shall provide and host an e-mail and collaboration system for the district. OpenText shall also provide all project deliverables associated with the implementation and maintenance of the solution.

OUTCOMES:

OpenText's services will result in a highly scalable, robust, easy-to-maintain solution that encompasses the most effective, market viable technologies designed to roster improved communication and collaboration capabilities across the district's four major user groups (students, teachers, administrators, and parents).

COMPENSATION:

OpenText shall be paid as specified in the agreement, in a total amount not to exceed the sum of \$3,573,200.00, over the two-year contract term, of which ~~\$2,157,460.00~~ 1,078,730.00 is estimated to be eligible for discounts in accordance with the guidelines and requirements of E-Rate and at a maximum cost to the Board that is not to exceed ~~\$1,416,740.00~~ 2,494,470.00. No Board funds will be disbursed if E-Rate funding is denied except for Priority 1 Services as defined by SLD/USAC.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

The M/WBE goals for this contract include 35% total MBE, and 5% WBE. However, the Waiver Review Committee recommends that a full waiver of the M/WBE participation goals for this contract as required by the Remedial Program in Goods and Services be granted because the contract scope is not further divisible.

Open Text Inc. has elected to demonstrate a good faith effort to participate in CPS Diversity Program by complying with the Goods and Services Remedial Program Section 9.5, whereby Open Text Inc. has elected to hire ten (10) Interns from the Department of College and Career Prep. to provide on-site FirstClass end-user assistance.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Please see attachment.

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

FINANCIAL:

	FY11	FY12	TOTAL
CPS PAYS 12540-230-54405-254501-000000	\$707,870.00	\$707,870.00 \$1,786,600.00	\$1,415,740.00 \$2,494,470.00
SLD PAYS	\$1,078,730.00	\$1,078,730.00 \$0	\$2,157,460.00 \$1,078,730.00
Grand Total	\$1,786,600.00	\$1,786,600.00	\$3,573,200.00

12-0425-PR14

APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH OPENTEXT CORPORATION FOR STUDENT AND TEACHER E-MAIL AND DOCUMENT COLLABORATION SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with OpenText Corporation ("OpenText") to provide student and teacher e-mail and document collaboration services to the Chicago Public Schools' Information and Technology Services at cost not to exceed \$480,000.00 for a one-year term, of which approximately \$285,520.00 is the discounted portion of eligible E-Rate Services or products to be funded by the School and Libraries Division of the Universal Service Administration Company ("SLD/USAC"). The Board shall only be responsible for the non-discounted portion of E-Rate eligible services or products and the cost of ineligible services or products, which shall not exceed \$194,480.00. No Board funds will be disbursed if E-Rate funding is denied except for Priority 1 Services as defined by SLD/USAC. Priority 1 Internet Access Services are those that are used as basic conduit access to the Internet, including e-mail. OpenText was selected on a competitive basis pursuant to Board Rule 5-4.1. A written document exercising this option is currently being negotiated. No payment shall be made to OpenText 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 : 09-250029

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

VENDOR:

- 1) Vendor # 15243
 OPEN TEXT, INC.
 100 TRI-STATE INTERN'TL PKWY.
 LINCOLNSHIRE, IL 60069
 James Reider
 773-929-0458

USER INFORMATION :

Contact:
 12510 - Information & Technology Services
 125 South Clark Street - 3rd Floor
 Chicago, IL 60603
 Tidmarsh, Mr. Lachlan W.
 773-553-1300

Project
 Manager: 12510 - Information & Technology Services
 125 South Clark Street - 3rd Floor
 Chicago, IL 60603
 Jones, Mr. Rodney W.
 773-553-1300

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report #09-1216-PR15 in the amount of \$3,573,200.00 was for a term commencing July 1, 2010 and ending June 30, 2012, with the Board having four options to renew for one year term. The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4.1.

OPTION PERIOD:

The term of this agreement is being extended for one year commencing July 1, 2012 and ending June 30, 2013.

OPTION PERIODS REMAINING:

There are three options to renew for periods of one-year each.

SCOPE OF SERVICES:

OpenText will continue to provide the following services:
Internal and external Web mail access for student and employee users of the e-mail service
System capable of supporting up to 450,000 users and operating 24 hours a day, seven days a week, and 365 days a year
Comprehensive, integrated e-mail, and document collaboration solution
External and internal hosting solutions
Encrypted connections to e-mail servers
Implementation plan
Project timelines
Training and marketing
Virus protection
Secure authentication via Microsoft Active Directory
End user and support personnel training (e.g., Help Desk agents, Messaging Administrators, etc.)
Compatibility and integration
Archiving

DELIVERABLES:

OpenText will continue to provide and host an e-mail and collaboration system for the district. OpenText shall also provide all project deliverables associated with the implementation and maintenance of the solution

OUTCOMES:

OpenText's services will result in a highly scalable, robust, easy-to-maintain solution that encompasses the most effective, market viable technologies designed to roster improved communication and collaboration capabilities across the district's four major user groups (students, teachers, administrators, and parents).

COMPENSATION:

OpenText shall be paid as specified in the agreement, in a total amount not to exceed the sum of \$480,000.00 over a one-year contract term, of which \$285,520.00 is estimated to be eligible for discounts in accordance with the guidelines and requirements of E-Rate and at a maximum cost to the Board that is not to exceed \$194,480.00. No Board funds will be disbursed if E-Rate funding is denied except for Priority 1 Services as defined by SLD/USAC.

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 Chief Information Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

The M/WBE goals for this contract include 35% total MBE and 5% total WBE participation. However, the Waiver Review Committee recommends that a full waiver of the M/WBE participation goals for this contract as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts be granted because the contract scope is not further divisible.

OpenText Corporation has elected to demonstrate a good faith effort to participate in CPS' Diversity Program by complying with the Goods and Services Remedial Program Section 9.5 whereby OpenText has elected to hire ten (10) interns from the Department of Career and Technical Education to provide on-site FirstClass end-user assistance.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Please see attachment.

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

12-0425-PR15

APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENTS WITH VARIOUS VENDORS FOR COURT REPORTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew the agreements with various agencies to provide court reporting services for use by all schools, network offices and central office departments at an aggregate total cost for the option period not to exceed \$500,000.00. Written documents exercising this option are currently being negotiated. No payment shall be made to any Vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 10-250016

Contract Administrator : Knowles, Miss Demetra / 773-553-2280

VENDOR:

- 1) Vendor # 69659
WICHMANN-KLAWITTER REPORTING LTD.
79 W. MONROE., STE 925
CHICAGO, IL 60603
Joan Klawitter
312 368-1228
- 2) Vendor # 15905
MCCORKLE COURT REPORTERS
200 NORTH LASALLE STREET
CHICAGO, IL 60601
Katherine McCorkle
312 263-0052
- 3) Vendor # 31922
TOOMEY REPORTING
205 W. RANDOLPH, SUITE 1230
CHICAGO, IL 60606
Sandy Toomey
312 853-0648

USER INFORMATION:

Contact: 12210 - Office of Procurement and Contracts
125 South Clark Street 10th Floor
Chicago, IL 60603
Knowles, Miss Demetra
773-553-2280

ORIGINAL AGREEMENT:

The original agreements (authorized by Board Report 10-0428-PR1) in the amount of \$500,000.00 are for a term commencing May 1, 2010 and ending April 30, 2012, with the Board having 1 option to renew for a twelve (12) month term. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2 (Specification No. 10-250016).

OPTION PERIOD:

The term of each agreement is being extended for one (1) year commencing May 1, 2012 and ending April 30, 2013.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendors shall continue to provide court reporting services to various schools, network offices and departments as requested and scheduled. Vendors shall provide written and/or disk transcripts of meetings, hearings and depositions. The Vendors will be selected to provide the services based upon the following: (1) availability to render services with short notice; (2) timeliness of court reporters at the hearings; and (3) timeliness and accuracy of transcript preparations.

DELIVERABLES:

Vendors will continue to deliver copies of transcripts upon request.

OUTCOMES:

The services provided by the Vendors will result in accurate recording of verbal testimony.

COMPENSATION:

Vendors shall be paid during this option period as follows: hourly rate and transcript fees as set forth in each Vendor's agreement; total not to exceed the sum of \$500,000.00 in the aggregate.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Per Contract and Category Goals method for M/WBE compliance will be utilized. The M/WBE goals for this contract include: 25% total MBE and 10% total WBE. Supplier diversity will be reported for this vendor pool on a quarterly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charges to various schools, network offices and departments.

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).

12-0425-PR16

**RATIFY EXTENDING THE AGREEMENTS WITH VARIOUS VENDORS FOR THE PURCHASE OF
GENERAL AND SPECIALIZED EDUCATIONAL SUPPLIES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify extending the agreements with various vendors for the purchase of general and specialized educational supplies for all schools, including charter schools, area instructional offices and central office departments at a total cost not to exceed \$1,500,000.00 for the nine (9) month extension period commencing April 22, 2012 and ending January 21, 2013. Written documents extending the agreements are currently being negotiated. No supplies have been ordered from any Vendor during the period April 22-25, 2012; no supplies shall be ordered from and no payment shall be made to any Vendor during the 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 : 08-250012
Contract Administrator : Escareno, Miss Masocorro / 773-553-2280

USER INFORMATION :

Contact:
12210 - Office of Procurement and Contracts
125 South Clark Street 10th Floor
Chicago, IL 60603
Escareno, Miss Masocorro
773-553-2280

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report 09-0422-PR2) in the amount of \$12,000,000.00 were for a term commencing April 22, 2009 and ending April 21, 2011, with the Board having one (1) option to renew for a twelve (12) month term. The agreements were renewed pursuant to Board Report 11-0323-PR3 in the amount \$3,000,000.00 for a term commencing April 22, 2011 and ending April 21, 2012. The original agreements were awarded on a competitive basis pursuant to Board Rule 5-4.1.

OPTION PERIOD:

The term of these agreements is being extended for nine (9) months commencing April 22, 2012 and ending January 21, 2013.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendors will continue to provide educational and associated supplies to schools, area instructional offices and central office departments at the prices specified in their agreements.

DELIVERABLES:

Vendors will continue to provide general and specialized educational supplies in the categories awarded to them.

The following are the categories for general educational supplies:

1. School Supplies, 2. Math, 3. Early Childhood, 4. Language Arts, 5. Physical Education, 6. Science, 7. Teacher Resources, 8. Social Studies, 9. Art, and 10. Educational Games.

The following are categories for specialized educational supplies:

1) Assistive Technology: These supplies include assistive technology items such as adaptive, listening, reading and writing tools, dycem, head pointers, switches, switch mounts, sensory toys, switch toys, battery adapters, software, assessment tools, cassette players, language masters and audio cards, touch windows, expanded and mini keyboards, joysticks, trackballs, Braille writers, magnifiers, computer bags, backpacks and storage bins.

2) Speech and Language: These supplies can be used (i) both in and out of the classroom with students who present communication disorders, feeding problems and phonological disorders, (ii) to improve articulation, auditory processing, phonemic awareness, expressive language, listening skills, thinking skills, vocabulary expansion, fluency and voice problems, and (iii) to improve oral motor and feeding skills, as incentives and motivators.

3) Early Childhood, Severe/Profound and Autism Program: These supplies include manipulative, toys, games, sensory items, gross motor items, specialized scissors, crayons, arts and crafts items, switch toys, communication boards and specialized thematic materials for preschool children with disabilities. These supplies also include dramatic play items, teacher resources, items for multi-sensory environments, vocational supplies and augmentative communication devices for students with disabilities.

4) Hearing Impaired Program: These supplies are designed to assist students with hearing impairments and include such items as ear molds, tools for repair and maintenance of hearing aids and FM systems, specialized tape recorders and headsets.

5) Visually Impaired Program: These supplies are designed to assist students with vision impairments and include such items as, talking calculators, watches, assistive alerting devices, language masters, low vision aids and mobility devices.

6) Occupational Therapy/Physical Therapy and Health Related: These supplies include Velcro, splinting supplies, therabands, gait trainers, weighted vests, helmets, safety belts, trays, adapted positioning devices, weighted pencils, mounting systems, supplies for feeding, toileting and cleaning, and video and audio training tapes.

OUTCOMES:

These purchases will result in the availability of educational and associated supplies for instructional and administrative use; and with regard to the specialized educational supplies, the supplies provided by the vendors will enable the Board to fulfill student's Individualized Education Program requirements and will enhance student's abilities to participate in school and maximize learning.

COMPENSATION:

Vendors shall be paid in accordance with the unit prices contained in their extension agreement; total not to exceed the sum of \$1,500,000.00 in the aggregate for all vendors.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written extension agreements. Authorize the President and Secretary to execute the extension agreements. Authorize the Chief Procurement Officer and Chief Special Education and Supports Officer to execute all ancillary documents required to administer or effectuate this extension.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Program), the M/WBE goals for this contract include 5% MBE and 7% WBE. Aggregated compliance of the vendors in the pool will be reported on a quarterly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to various schools and central office departments - Fiscal Years: 2012-2013 Budget
Classification: 53405-Supplies, Specialized Services Supplies Budget Classification: 5730-Equipment,
5320-Supplies, 5310-Instructional Supplies Source of Funds: Various

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

1)

Vendor # 26218
SCHOOL SPECIALTY
W6316 DESIGN DRIVE
GREENVILLE, WI 54942-0000
Sam Kuhlman
888 388-3224
630-241-0810

General Educational Supplies Categories: 1, 2,
3, 4, 5, 6, 7, 8, And 9

2)

Vendor # 44622
KAPLAN EARLY LEARNING COMPANY
BOX 609-1310 LEWISVILLE-CLEMMONS RD
LEWISVILLE, NC 27023
Louis Mejias
800 334-2014
336-712-2243

General Educational Supplies - Category: 10

- 3)
Vendor # 20899
HARRISON AND COMPANY
2421 SOUTH 25TH AVE
BROADVIEW, IL 60155
Mary Grace Harrison
888 345-4005

Specialized Educational Supplies - Categories:
1, 2, 3 And 5

- 4)
Vendor # 26218
SCHOOL SPECIALTY
W6316 DESIGN DRIVE
GREENVILLE, WI 54942-0000
Sam Kuhlman
888 388-3224
630-241-0810

Specialized Educational Supplies - Categories:
1, 3, 4 And 5

12-0425-PR17

**AMEND BOARD REPORT 11-0427-PR40
APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH SEDGWICK
CLAIMS ADMINISTRATION SERVICES AND AUTHORIZE FUNDING OF ESCROW ACCOUNTS
ASSOCIATED WITH THESE SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with Sedgwick Claims Management Services, Inc. ("Sedgwick") for claims administration services for the Board's workers' compensation programs, to the Office of Human Capital at a cost for the option period not to exceed \$2,800,000.00 for administrative fees and authorize funding of escrow accounts associated with these services in an amount not to exceed \$70,000,000.00 for the 24 month renewal term. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 120 days of the date of this Board Report. Information pertinent to this option is stated below.

This April 2012 amendment is necessary to add services to be performed by Sedgwick for the Board's workers' compensation program. The added services are needed to assist the Board with Occupational Safety and Health Administration (OSHA) compliance. The additional services shall be provided at a cost of \$24,000 per year payable on July 1st of each year. For the period of May 1, 2012 to July 1, 2012 the fee shall be \$4,000. The cost of these additional services is included in the current administrative fees. No increase in the not-to-exceed amount for this renewal period is required; the maximum yearly administrative fee set forth in the original agreement for renewal terms, including the current renewal term, are not increased. A written amendment to the agreement is currently being negotiated.

Specification Number : 08-250004

Contract Administrator : Seanior, Miss Pamela Dorcas / 773-553-2280

VENDOR:

- 1) Vendor # 79006
SEDGWICK CLAIMS MANAGEMENT
SERVICES, INC
1100 RIDGEWAY LOOP RD.
MEMPHIS, TN 38120
Chery Morler
312-542-0058
312-346-4184

USER INFORMATION :

Contact: 11010 - Office of Human Capital
125 S Clark St - 2nd Floor
Chicago, IL 60603
Tiefenthaler, Ms. Kristine C.
773-553-1070

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 08-0423-PR16) in the amount of \$4,200,000.00 is for a term commencing July 1, 2008 and ending June 30, 2011 with the Board having two (2) options to renew for 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 extended for two years commencing July 1, 2011 and ending June 30, 2013.

OPTION PERIODS REMAINING:

There is one option to renew for a period of two years remaining.

SCOPE OF SERVICES:

Sedgwick will continue to provide all aspects of workers' compensation claims management services, including, but not limited to, claims investigation, adjustment, benefits administration, medical management, PPO, bill review, utilization review, litigation management, settlement negotiation, subrogation recovery, information management, management reporting and daily contact with Board staff. Sedgwick will continue to provide certain services, or arrange and administer certain services in addition to Sedgwick administration services, which shall be additional allocated expense charges to the claim file. Such services to be included as allocated expense(s) to the claim file may include, but are not limited to, medical management, PPO, bill review, utilization review surveillance, field investigations, expert consulting and testimony. Sedgwick shall pay claims, settlements and awards through established escrow accounts. The escrow accounts will be funded at intervals agreed to by the Director. Effective May 1, 2012 Sedgwick shall be engaged to provide OSHA services.

DELIVERABLES:

Consultant will continue to attend monthly meetings with the Board management personnel, provide quarterly stewardship reports to the Director and annual "State of Account" meetings with the Board Senior management.

OUTCOMES:

Consultant's services will result in a comprehensive claims administration program for the Board of Education and Chicago Public School employees, and OSHA compliance services.

COMPENSATION:

Service fees to Sedgwick shall be paid in installments agreed to by the Director; total for this option period not to exceed \$2,800,000.00.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Business Enterprise Contract Participation (M/WBE Plan). The M/WBE participation for the contract include: 30% MBE and 7% total WBE. The vendor has identified and scheduled the following firms:

Total MBE: 30%

The Ownes Group
19 South LaSalle St. - Suite 500
Chicago, IL 60603

Total WBE: 7%

Peggy Steuben Associated Agency, Inc
2040 W. Hopkins Place
Chicago, IL 60620

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Office of Human Capital for Workers' Compensation

Budget Classification # 12470-115-57605-119004-0000000 for WC administration Fees

FY 2012

\$1,400,000

FY 2013

\$1,400,000

To Fund WC Escrow Account

FY 2012

\$35,000,000

FY 2013

\$35,000,000

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

12-0425-PR18

APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH R.V. KUHN'S AND ASSOCIATES, INC. FOR CONSULTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with R.V. Kuhns and Associates, Inc. to provide 403 (b) and 457 retirement savings plan services to the Talent Office, Compensation and Benefits Management at a total cost for the option period not to exceed \$145,000.00. A written document exercising this option is currently being negotiated. No payment shall be made to R.V. Kuhns and Associates, 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.

VENDOR:

- 1) Vendor # 81262
R.V. KUHN'S & ASSOCIATES, INC
111 SW NAITO PARKWAY
PORTLAND, OR 97204-3512
Allison Gebe Lee
503 221-4200

Director Of Business Development

USER INFORMATION :

Contact:

11010 - Office of Human Capital

125 S Clark St - 2nd Floor

Chicago, IL 60603

Ashley, Mr. Daniel J

773-553-1070

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 11-0824-PR13) in the amount of \$145,000.00 is for a term commencing October 1, 2011 and ending September 30, 2012, with the Board having 4 options to renew for periods of 12 months each. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being extended for one year commencing October 1, 2012 and ending September 30, 2013.

OPTION PERIODS REMAINING:

There are 3 option periods for 12 months each remaining.

SCOPE OF SERVICES:

R.V. Kuhns and Associates, Inc. will continue to provide the following services:

Perform quarterly evaluations of investment funds offered within the Board's 403 (b) and 457 retirement plans;

Identify issues related to the investment governance of the funds, and make recommendation as needed to ensure appropriate practices have been adopted and are effective;
Examine the appropriateness of the investment benchmarks used to assess the funds investment performance, measure their quality and describe their strengths and weakness;
Perform specialized studies of specific investment matters, as may be requested;
Assist the Board in fulfilling fiduciary responsibilities with proper oversight, governance and monitoring of investment funds;
Provide insight into and detailed investment analysis on investment managers in publicly traded asset classes, and affirm the process used to retain and terminate investment managers; and,
Provide recommendations on investment related issues, including but not limited to, providing recommendations as to the selection of investment funds.

DELIVERABLES:

R.V. Kuhns will continue to provide financial analysis of the retirement savings plans, advise the Board regarding compliance with IRS regulations, review vendor contracts and program related documents for compliance with IRS regulations, review vendor contracts and program related documents for compliance with program provisions and IRS regulations, provide recommendations on how to enhance the 403 (b) and 457 plans, and make recommendations on investment related issues, including but not limited to recommendations as to the selection of investment funds.

OUTCOMES:

R.V. Kuhns services shall result in effective retirement savings for participating Chicago Public Schools employees.

COMPENSATION:

Consultant shall be compensated during this one year option term as follows; as monthly invoices are submitted and verified in accordance with the prices set forth in the written agreement; total not to exceed \$145,000.

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 Chief Talent Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

The M/WBE goals for this agreement include: 25% total MBE and 5% total WBE participation. However, the Waiver Review Committee recommends a waiver of the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted due to the scope of services being not further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Talent Office: \$145,000.00
Fiscal Year 2013-2014
Source of Funds: General

11010-115-54125-231602-000000-2013

\$145,000.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

Ethics - The Board's Ethics Code adopted 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).

12-0425-PR19

FINAL

**APPROVE ENTERING INTO AN AGREEMENT WITH AMERICAN HEALTHWAYS SERVICES, LLC
FOR PROFESSIONAL SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with American Healthways Services, LLC to provide professional services to the Office of Talent at a cost not to exceed \$2,460,120. The Vendor was selected pursuant to Board Rule 7-2.4 based on a competitive process conducted by the City of Chicago. A written agreement for Vendor's services to the Board is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the 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.

CONSULTANT: American Healthways Services, LLC
701 Cool Springs Boulevard
Franklin, TN 37067
(615) 614-4431
Andrea Stafford
Vendor # 64873

USER: Office of Talent
125 S. Clark St.
Chicago, IL 60603
Alicia Winckler
(773) 553-3671

TERM: The term of this agreement shall commence upon execution of the agreement by the Board and shall end on December 15, 2015. This agreement shall have two options to renew for periods of twelve (12) months each.

EARLY TERMINATION RIGHT: The Board shall have the right to terminate this agreement with prior written notice.

SCOPE OF SERVICES: The Vendor shall manage and administer an employee wellness program in alignment with the Chicago Wellness Program, a program covering employees of the City of Chicago and its "Sister Agencies". These services include, but are not limited to Web portal communications and technical support; well-being assessments; biometric health screens; health risk coaching; and reporting.

DELIVERABLES: Deliverables include, but are not limited to all aspects of the Chicago Wellness Program, including health screenings, well-being assessments, health-risk coaching, communications toolkits, and an employee web-portal.

OUTCOMES: As a result of this work, CPS employees will have access to services aligned to the Chicago Wellness Program that strives to improve employees' health outcomes.

COMPENSATION: Consultant shall be paid according to the fee schedule negotiated through the City of Chicago solicitation, but will not exceed:

- Year 1: \$820,040.00
- Year 2: \$820,040.00

- Year 3: \$820,040.00
- Year 4: \$843,920.00 (RENEWAL OPTION #1)
- Year 5: \$868,520.00 (RENEWAL OPTION #2)

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 Talent Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: This agreement shall be bound by the MBE/WBE requirements set by the Department of Procurement Services at the City of Chicago; as services are offered through an agreement conducted by The City of Chicago.

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

FINANCIAL:

Budget Classification: Charge to all sundry units, all operating funds, sundry programs, hospital insurance (account 57305)

FY2013- \$820,040.00

FY2014- \$820,040.00

FY2015- \$820,040.00

FY2016- \$843,920.00 (subject to renewal option #1 being exercised)

FY2017- \$868,520.00 (subject to renewal option #2 being exercised)

GENERAL CONDITIONS:

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

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

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

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

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

12-0425-PR20

AMEND BOARD REPORT 11-0427-PR45

APPROVE EXERCISING THE FIRST OPTION TO RENEW AGREEMENT WITH CANNON COCHRAN MANAGEMENT SERVICES, INC. TO PROVIDE CLAIM ADMINISTRATIVE SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first renewal agreement with Cannon Cochran Management Services, Inc. (CCMSI) to continue to provide claim services to the Bureau of Risk Management at a cost not to exceed \$936,000 dollars. A written renewal agreement is currently being negotiated. No payment shall be made to consultant prior to the execution of the written renewal agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This amendment funds the Board's escrow account from which adjusted claims are paid in an amount not to exceed \$10,000,000 during this option period. After claims are paid by CCMSI, the vendor will submit those claims for reimbursement from the escrow account. All settlements are subject to Board Rule 3 as amended. No written amendment is required.

Specification No. 08-250004

Contract Administrator: Pamela Seanior (773) 553-2254

Vendor:

Cannon Cochran Management Services, Inc.,
2 E. Main Street
Danville, Illinois 60132
William O'Neill, Vice President
(312) 455-6467
Vendor# 69076

USER:

Risk Management
125 South Clark Street, 7th Floor
Celeste Sullivan, Deputy, Risk Management
(773) 553-2244

ORIGINAL AGREEMENT: The original agreement (authorized by Board Report 08-0423-PR13) in the amount of \$1,350,000 for administrative services, and authorize funding of escrow accounts associated with these services in an amount not to exceed \$16,500, 000 for a 36 month term commencing July 1, 2008 and ending June 30, 2011, with the Board having two (2) options to renew for periods of twenty-four (24) months each. CCMSI was selected on a competitive basis pursuant to Board Rule 5-4.1 (Specification No. 08-250004).

TERM: The term of this agreement is being extended as of July 1, 2011 and shall end June 30, 2013

OPTION TO EXTEND: The Board has one (1) remaining option to extend for an additional twenty-four (24) months.

SCOPE OF SERVICES: During the renewal period.

CCMSI shall provide all aspects of liability, employment practice, and interscholastic claims management services including, but not limited to, claim adjustment, notice to carriers, benefit administration, claim investigation, medical management, litigation management, settlement negotiation, subrogation recovery, information management, management reporting and daily contact with Board staff. CCMSI shall provide or arrange for certain services in addition to the CCMSI administrative services, which will be at an additional allocated expense charge to the claim file. Services to be included as an allocated expense include, but are not limited to, surveillance, field investigations, expert consulting and testimony. CCMSI shall receive all reports of accidents to students and visitors, and process them appropriately under guidelines as agreed to by Deputy, Risk Management. CCMSI shall pay claims, settlements and awards through established escrow accounts which will be funded at intervals as agreed to by the Deputy, Risk Management

DELIVERABLES: CCMSI shall monitor and update Special Account Instructions (SAI) in accordance with the contract provisions and approval by the Deputy. SAI will detail assigned personnel, claim management protocols, reserve notification, settlement authority, claim status reporting, escrow funding levels and special directions as necessary. CCMSI will conduct monthly meetings with Risk Management personnel; provide quarterly stewardship reports to Risk Management and an annual "State of Account" meeting with Board senior management addressing major trends and recommendations for program improvement. Allocated expense charges will be reported in the "State of Account" with the total annual payment received by each vendor partner.

OUTCOMES: CCMSI's services will result in an affordable, comprehensive claims administration program for Chicago Public Schools students, employees and visitors.

COMPENSATION: CCMSI shall be paid as follows: Annual service fee payable in quarterly installments as set forth in the agreement; total not to exceed sum of \$468,000.00.

REIMBURSABLE EXPENSES: CCMSI shall be reimbursed for the following expenses: surveillance, field investigations, expert consulting and testimony.

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

AFFIRMATIVE ACTION: This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE participation goals for the contract include: 26% total MBE and 5% WBE. The vendor has identified and scheduled the following firms:

TOTAL MBE 26%

Fact Finders Group
4747 Lincoln Mall Drive #415
Matteson, IL 60443

Insurer Review Services
225 N. Michigan Avenue #902
Chicago, IL 60601

TOTAL WBE 5%

Risk Innovations, Inc.
1202 N. 75th St. #253
Downers Grove, IL 60516

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

FINANCIAL:

Charge to Risk Management & Emergency Planning for Administrative Fees
Budget Classification# 12470-210-54530-231111-000000
FY 2012 FY 2013
\$468,000 \$468,000 Charge the Bureau of Risk Management:

Budget Classification # 12470.210.54530.231112
 # 12470.210.54530.231113
 # 12470/210.54530.119025
 FY 2012 FY 2013
 \$5,000,000 \$5,000,000 General Liability & Interscholastic Claim Payments

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.

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).

President Vitale indicated that if there were no objections, Board Reports 12-0425-PR1 through 12-0425-PR20, with the noted abstentions would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0425-PR1 through 12-0425-PR20 adopted.

12-0425-MS1

**APPROVE THE RENAMING OF NEW MILLENNIUM HIGH SCHOOL
 TO BOWEN HIGH SCHOOL**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve the renaming of New Millennium High School to Bowen High School, effective July 1, 2012

DESCRIPTION: On April 27, 2011, the Board approved the consolidation three of the small schools on the Bowen Campus into the New Millennium H.S., effective June 30, 2011. (Board Report 11-0427-EX6) Coincident with this consolidation, the school will also be renamed.

A local school council is not currently in place, therefore, per Section A of the Naming or Renaming of Schools policy (Board Report 03-0326-PO04); input was sought from parents and community members by way of hosting two forums. The Network Officer recommends the proposed name change based on the results of the community forums and the correspondence received by the principal which are on record within the Network Office.

LSC REVIEW: Not applicable.

FINANCIAL: No additional costs to the Board at this time.

12-0425-ED5

REPORT ON STUDENT EXPULSIONS FOR MARCH 2012

**DESIGNEE FOR THE CHIEF EXECUTIVE OFFICER REPORT THE FOLLOWING
 DECISION:**

10 Students were expelled from the Chicago Public Schools in March 2012.

DESCRIPTION:

Pursuant to the provisions of Sections 10-22.6 and 34-19 of the *School Code of Illinois*, Section 6-8 of the *Rules of the Board of Education of the City of Chicago*, and the *Student Code of Conduct* of the Chicago Public Schools, the designee for the Chief Executive Officer

approved the expulsion of 10 Chicago Public Schools students, for gross disobedience, misconduct or other violations of the bylaws, rules and regulations of the Chicago Board of Education.

March Totals
(March 1 to March 31, 2012)

Expulsions	10
No Expulsions	9
SMART Referrals	<u>23</u>
	42

(2011-2012 Totals to Date)
(August 1, 2011 to current)

Expulsions	189
No Expulsions	196
SMART Referrals	<u>406</u>
	791

Decisions Pending	74
-------------------	----

LSC REVIEW:

LSC review is not applicable to this report.

AFFIRMATIVE ACTION STATUS:

Not applicable.

FINANCIAL:

No cost to the Chicago Public Schools.

PERSONNEL IMPLICATIONS:

None.

12-0425-ED6

**APPROVE MODIFIED 2012-2013 REGULAR SCHOOL YEAR CALENDARS
AT CERTAIN ATTENDANCE CENTERS**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve modified 2012-2013 regular school year calendar at Ogden Elementary School and Ogden International High School. With the modifications noted herein, these calendars will be different from the 2012-2013 CPS Regular School Calendar approved in Board Report 12-0328-ED2.

DESCRIPTION: Ogden Elementary School and Ogden International High School has elected to modify the CPS Regular School Calendar for Elementary and High Schools after consultation with their faculty and staff. This school has submitted calendars that have been thoroughly reviewed to ensure that students receive the minutes of instruction as required by Board Rule 6-22 and the Illinois School Code

The proposed modifications to the 2012-2013 Regular School Calendar are described below

- **Staff School Year Start Date:** Changed from August 27, 2012 to August 20, 2012
- **Student School Year Start Date:** Changed from September 4, 2012 to August 27, 2012
- **Reschedule Professional Development Days:** Reschedule the following Professional Development Days:

August 27, 2012 to August 20, 2012
August 28, 2012 to August 21, 2012
August 29, 2012 to August 22, 2012

August 30, 2012 to August 23, 2012
August 31, 2012 to August 24, 2012

- **Reschedule Teacher Institute Day:** Reschedule the following Teacher Institute Days. The rescheduled Teacher Institute Days shall become staff and student attendance days.

November 2, 2012 to October 26, 2012

- **Convert a Staff and Student Attendance Day to a Staff and Student Non-Attendance Day:** The following days are converted from staff and student attendance days to staff and student non-attendance days.

November 19, 2012
November 20, 2012
November 21, 2012
December 20, 2012
December 21, 2012

- **Reschedule Report Card Pick-up Days:** Reschedule the following Report Card Pickup Days.

Change November 7, 2012 and November 8, 2012 to November 2, 2012
Change April 10, 2013 and April 11, 2013 to April 12, 2013

FINANCIAL: Action on the modified calendars will affect staff and student attendance reporting inasmuch as non-attendance days are converted to attendance days and attendance days are converted to non-attendance days. However, action on the modified calendars will not affect payroll distribution as affected employees' annual salary is, by agreement, prorated over 26 pay periods, regardless of the number of days worked in a payroll period. Applicable collective bargaining agreements provide that "Effective September 1, 2004 . . . [employees] shall be paid their annual salary prorated over fifty-two weeks in twenty-six bi-weekly payments." For attendance reporting, the Human Resources Department, Payroll Services shall make provision for electronic record keeping of staff attendance on days converted from non-attendance days to attendance days and Chief Education Office shall notify payroll clerks at affected schools concerning proper reporting procedures.

THIS SPACE INTENTIONALLY LEFT BLANK



Jean-Claude Brizard
Chief Executive Officer

MODIFIED 2012-2013 TRACK R CALENDAR OGDEN

AUGUST	NOVEMBER	FEBRUARY	MAY
1 2 3 6 7 8 9 10 13 14 15 16 17 20# 21# 22# 23# 24# 27 28 29 30 31	1 2REH 5 6 7 8 9 12* 13 14 15 16 (19) (20) (21) 22* 23* 26 27 28 29 30	1 4 5 6 7 8 11 12* 13 14 15 18* 19 20 21 22 25 26 27 28	1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27* 28 29 30 31
SEPTEMBER	DECEMBER	MARCH	JUNE
3* 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28	3 4 5 6 7 10 11 12 13 14 17 18 19 (20) (21) (24) (25) (26) (27) (28) (31)	1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28Q 29T	3 4 5 6 7 10 11 12 13 14 17Q 18Te 19Se 20e 21e 24e 25 26 27 28
OCTOBER	JANUARY	APRIL	JULY
1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25Q 26T 29 30 31	(1) (2) (3) (4) 7 8 9 10 11 14 15 16 17 18 21* 22 23 24Q 25T 28 29 30 31	1/ 2/ 3/ 4/ 5/ 8 9 10 11 12REH 15 16 17 18 19 22 23 24 25 26 29 30	1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31

LEGEND	
Q End of Quarter	// Schools closed -- salary paid except as provided by budgetary action
T Teacher Institute Days	() Schools closed -- no salary paid
# Professional Development Days	RE Report card pickup -- Elementary schools
* Holiday	RM Report card pickup -- High schools
Day of non attendance for students	e Emergency day - school in session if student days fall below state requirement

HOLIDAYS	
September 3 Labor Day	January 21 M. L. King Day
November 12 Veterans Day	February 12 Lincoln's Birthday
November 22, 23 Thanksgiving	February 18 Presidents Day
NOTE: Friday, November 23, 2012 - holiday for office employees	
May 27 Memorial Day	
Please note: Columbus Day and Pulaski Day are now student attendance days.	

NOTES:

- SCHOOL CALENDAR** -- The school calendar includes 180 days of student attendance, which is an increase of 10 student attendance days
Classes begin on Monday, August 27, 2012
Classes end on Monday, June 17, 2013
Both days are full days of school for students.
- QUARTERS** -- Each quarter ends on the following day:
Q1 ends October 25, 2012 43 days Q3 ends March 28, 2013 42 days
Q2 ends January 24, 2013 45 days Q4 ends June 17, 2013 50 days
- PROGRESS REPORT DISTRIBUTION DAYS** -- Schools will distribute progress reports during the 6th week of each quarter
Q1 October 3, 2012 Q3 March 6, 2013
Q2 December 12, 2012 Q4 May 15, 2013
- REPORT CARD PICK-UP DAYS** -- Parents are asked to pick up report cards after the first and third quarters.
On report card pick-up days, schools will dismiss students 3 hours early. Schools will remain open for at least 5.5 hours after students are dismissed for report card pick-up activities.
Ogden will run Report card pick-up session on November 2, 2012 and April 12, 2013.
- REPORT CARD DISTRIBUTION DAYS** -- Report cards for the second and fourth quarters will be sent home on.
Q2 January 30, 2013
Q4 June 17, 2013
- TEACHER INSTITUTE DAYS** -- Teacher institute days are non-attendance days for students. These days are approved by the State Superintendent of Instruction for teacher professional development. Teacher institute days are principal directed. These days have been strategically placed to provide opportunities to review student data and plan for the upcoming quarter.
Days include: October 26, 2012; January 25, 2013; March 29, 2013 and June 18, 2013
- PROFESSIONAL DEVELOPMENT DAYS** -- Professional development days are non-attendance days for students.
Days include: August 20, 2012; August 21, 2012; August 22, 2012; August 23, 2012; August 24, 2012; and June 19, 2013
- VACATIONS** -- Schools are closed for the following breaks
Winter vacation -- Schools are closed from December 20, 2012 to January 4, 2013
Spring vacation -- Schools are closed from April 1, 2013 to April 5, 2013
- GRADUATION DATES** -- Elementary and High School graduations cannot be held prior to June 10, 2013
- PRESCHOOL AND KINDERGARTEN PREREGISTRATION** -- Suggested dates are March 25, 2013 - March 28, 2013

12-0425-OP3

**APPROVE RENEWAL OF LEASE AGREEMENT WITH
CHICAGO CHARTER SCHOOL FOUNDATION – LARRY HAWKINS FOR
CARVER MIDDLE SCHOOL, LOCATED AT 801 E. 133RD PLACE**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a renewal lease agreement with the **Chicago Charter School Foundation – Larry Hawkins**, as tenant, for rental of the **Carver Middle School Building** located at 801 East 133rd Place, Chicago, Illinois for the use as a charter school. A written lease renewal is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease renewal is not executed within 90 days of the date of this Board Report.

TENANT: Chicago Charter School Foundation
228 South Wabash, Suite 500
Chicago, Illinois 60604
Contact Person: Dr. Elizabeth Purvis, Director
Phone: (312) 651-5000

LANDLORD: Board of Education of the City of Chicago

PREMISES: Tenant shall have sole possession and use of the building and land at Carver Middle School located at 801 East 133rd Place.

USE: Tenant shall use the Premises to operate a charter school and related educational and community programs and for no other purpose.

ORIGINAL TERM: The original term (authorized by Board Report 10-0224-OP1) commenced on July 1, 2010, and terminates on June 30, 2012.

RENEWAL TERM: The term of the lease renewal shall be 5 years, commencing on July 1, 2012, and ending on June 30, 2017. If Tenant's Charter School Agreement is terminated the lease shall also terminate.

RENT: One dollar (\$1.00) per year.

OPERATING EXPENSES: Tenant shall be responsible for determining if some or all Operating Services shall be obtained from Landlord or from a third party. If Tenant does not choose a third party, Landlord shall provide all Operating Services at Landlord's then-current rate (which is subject to increase). Tenant shall pay for all Operating Expenses (cost of all Operating Services) because Tenant shall be the sole occupant of the premises. Landlord shall deduct such Operating Expenses from Tenant's general education quarterly payments.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written lease renewal agreement. Authorize the President and Secretary to execute the lease renewal. Authorize the Chief Operating Officer to execute any and all ancillary documents related to the lease renewal.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Rent payable to the General Fund.

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).

12-0425-OP4

**APPROVE RENEWAL OF LEASE AGREEMENT WITH
CHICAGO CHARTER SCHOOL FOUNDATION (CHICAGO INTERNATIONAL CHARTER SCHOOL)
CHICAGOQUEST FOR TRUTH SCHOOL, LOCATED AT 1443 NORTH OGDEN**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a renewal lease agreement with the **Chicago Charter School Foundation (Chicago International Charter School) – ChicagoQuest**, as tenant, for rental of the **Truth School Building** located at 1443 North Ogden Avenue, Chicago, Illinois for the use as a charter school. A written lease renewal is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease renewal is not executed within 90 days of the date of this Board Report.

TENANT: Chicago Charter School Foundation (Chicago International Charter School) -
ChicagoQuest
228 South Wabash, Suite 500
Chicago, Illinois 60604
Contact: Dr. Elizabeth Purvis, Director
Phone: (312) 651-5000

LANDLORD: Board of Education of the City of Chicago

PREMISES: Tenant shall have sole possession and use of the building and land at Truth School located at 1443 North Ogden Avenue.

USE: Tenant shall use the Premises to operate a charter school and related educational and community programs and for no other purpose.

ORIGINAL TERM: The original term (authorized by Board Report 11-0622-OP3 and subsequently amended by Board Report 12-0328-OP1) commenced on July 1, 2011 and terminates on June 30, 2012.

RENEWAL TERM: The term of the lease renewal shall be 5 years, commencing on July 1, 2012, and ending on June 30, 2017. If Tenant's Charter School Agreement is terminated the lease shall also terminate.

RENT: One dollar (\$1.00) per year.

OPERATING EXPENSES: Tenant shall be responsible for determining if some or all Operating Services shall be obtained from Landlord or from a third party. If Tenant does not choose a third party, Landlord shall provide all Operating Services at Landlord's then-current rate (which is subject to increase). Tenant shall pay for all Operating Expenses (cost of all Operating Services) because Tenant shall be the sole occupant of the premises. Landlord shall deduct such Operating Expenses from Tenant's general education quarterly payments.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written lease renewal agreement. Authorize the President and Secretary to execute the lease renewal. Authorize the Chief Operating Officer to execute any and all ancillary documents related to the lease renewal.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Rent payable to the General Fund.

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).

12-0425-OP5

**APPROVE RENEWAL OF LEASE AGREEMENT WITH
PERSPECTIVES CHARTER SCHOOL FOR
CALUMET SCHOOL, LOCATED AT 8131 S. MAY**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a renewal lease agreement with the **Perspectives Charter School** for the **Calumet School building** located at 8131 South May Street, Chicago, Illinois for the use as a charter school. A written lease renewal is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease renewal is not executed within 90 days of the date of this Board Report.

TENANT: Perspectives Charter School
3663 S. Wabash Ave., 3rd Floor
Chicago, IL 60653
Contact: Kim Day, Chief Executive Officer
Phone: 312-604-2122

LANDLORD: Board of Education of the City of Chicago

PREMISES: Tenant shall have sole possession and use of the building and land at Calumet School, located at 8131 South May Street.

USE: Tenant shall use the Premises to operate a charter school and related educational and community programs and for no other purpose.

ORIGINAL TERM: The original term (authorized by Chief Operating Officer's Report 06-0619-COO31) commenced on July 1, 2006, and terminates on June 30, 2012.

RENEWAL TERM: The term of the lease renewal shall be 5 years, commencing on July 1, 2012, and ending on June 30, 2017. If Tenant's Charter School Agreement is terminated the lease shall also terminate.

RENT: One dollar (\$1.00) per year.

OPERATING EXPENSES: Tenant shall be responsible for determining if some or all Operating Services shall be obtained from Landlord or from a third party. If Tenant does not choose a third party, Landlord shall provide all Operating Services at Landlord's then-current rate (which is subject to increase). Tenant shall pay for all Operating Expenses (cost of all Operating Services) because Tenant shall be the sole occupant of the premises. Landlord shall deduct such Operating Expenses from Tenant's general education quarterly payments.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written lease renewal agreement. Authorize the President and Secretary to execute the lease renewal. Authorize the Chief Operating Officer to execute any and all ancillary documents related to the lease renewal.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Rent payable to the General Fund.

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).

12-0425-OP6

**APPROVE RENEWAL OF LEASE AGREEMENT WITH
PERSPECTIVES CHARTER SCHOOL FOR
RAYMOND SCHOOL, LOCATED AT 3663 S. WABASH AVE**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a renewal lease agreement with the **Perspectives Charter School** for the **Raymond School building** located at 3663 South Wabash Avenue, Chicago, Illinois for the use as a charter school. A written lease renewal is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease renewal is not executed within 90 days of the date of this Board Report.

TENANT: Perspectives Charter School
3663 S. Wabash Ave., 3rd Floor
Chicago, IL 60653
Contact: Kim Day, Chief Executive Officer
Phone: 312-604-2122

LANDLORD: Board of Education of the City of Chicago

PREMISES: Tenant shall have sole possession and use of the building and land at Raymond School, located at 3663 South Wabash Avenue.

USE: Tenant shall use the Premises to operate a charter school and related educational and community programs and for no other purpose.

ORIGINAL TERM: The original term (authorized by Board Report 09-1123-OP4) commenced on February 8, 2010, and terminates on June 30, 2012.

RENEWAL TERM: The term of the lease renewal shall be 5 years, commencing on July 1, 2012, and ending on June 30, 2017. If Tenant's Charter School Agreement is terminated the lease shall also terminate.

RENT: One dollar (\$1.00) per year.

OPERATING EXPENSES: Tenant shall be responsible for determining if some or all Operating Services shall be obtained from Landlord or from a third party. If Tenant does not choose a third party, Landlord shall provide all Operating Services at Landlord's then-current rate (which is subject to increase). Tenant shall pay for all Operating Expenses (cost of all Operating Services) because Tenant shall be the sole occupant of the premises. Landlord shall deduct such Operating Expenses from Tenant's general education quarterly payments.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written lease renewal agreement. Authorize the President and Secretary to execute the lease renewal. Authorize the Chief Operating Officer to execute any and all ancillary documents related to the lease renewal.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Rent payable to the General Fund.

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).

12-0425-OP7

**APPROVE RENEWAL OF LEASE AGREEMENT WITH
POLARIS CHARTER ACADEMY FOR
MORSE SCHOOL, LOCATED AT 620 N. SAWYER**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a renewal lease agreement with the **Polaris Charter Academy** for the **Morse School Building**, located at 620 North Sawyer Avenue, Chicago, Illinois for the use as a charter school. A written lease renewal is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease renewal is not executed within 90 days of the date of this Board Report.

TENANT: Polaris Charter Academy
620 North Sawyer Avenue
Chicago, IL 60624
Contact: Tracy Kwock
Phone: 708-660-0301

LANDLORD: Board of Education of the City of Chicago

PREMISES: Tenant shall have sole possession and use of the building and land at Morse School, located at 620 North Sawyer Avenue.

USE: Tenant shall use the Premises to operate a charter school and related educational and community programs and for no other purpose.

ORIGINAL TERM: The original term (authorized by Board Report 09-1123-OP5) commenced on July 1, 2007, and terminates on June 30, 2012.

RENEWAL TERM: The term of the lease renewal shall be 5 years, commencing on July 1, 2012, and ending on June 30, 2017. If Tenant's Charter School Agreement is terminated the lease shall also terminate.

RENT: One dollar (\$1.00) per year.

OPERATING EXPENSES: Tenant shall be responsible for determining if some or all Operating Services shall be obtained from Landlord or from a third party. If Tenant does not choose a third party, Landlord shall provide all Operating Services at Landlord's then-current rate (which is subject to increase). Tenant shall pay for all Operating Expenses (cost of all Operating Services) because Tenant shall be the sole occupant of the premises. Landlord shall deduct such Operating Expenses from Tenant's general education quarterly payments.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written lease renewal agreement. Authorize the President and Secretary to execute the lease renewal. Authorize the Chief Operating Officer to execute any and all ancillary documents related to the lease renewal.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Rent payable to the General Fund.

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).

12-0425-OP8

**APPROVE NEW LEASE AGREEMENT WITH
ACADEMY OF COMMUNICATIONS AND TECHNOLOGY CHARTER SCHOOL
FOR A PORTION OF NASH ELEMENTARY SCHOOL, LOCATED AT 4837 W. ERIE**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a lease agreement with the **Academy of Communications and Technology Charter School (ACT)**, for a portion of Nash Elementary School located at 4837 West Erie Street, Chicago, Illinois for the use as a charter school. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this Board Report.

TENANT: Academy of Communications and Technology Charter School (ACT)
4319 West Washington Boulevard
Chicago, IL 60624
Contact: Sarah Howard, Co-Executive Director
Phone: 773-626-4200

LANDLORD: Board of Education of the City of Chicago

PREMISES: Tenant shall use a portion of Nash Elementary School, located at 4837 West Erie Street as set forth in the lease agreement. Tenant shall share the Premises with Nash Elementary School.

USE: Tenant shall use the Premises to operate a charter school and related educational and community programs and for no other purpose.

TERM: The term of the lease renewal shall be 5 years, commencing on July 1, 2012, and ending on June 30, 2017. If Tenant's Charter School Agreement (authorized by Board Report 12-0328-EX9 is terminated the lease shall also terminate.

RENT: One dollar (\$1.00) per year.

OPERATING EXPENSES: Tenant shall procure all Operating Services from Landlord. Landlord shall provide all Operating Services at Landlord's then-current rate (which is subject to increase). Tenant shall pay its proportionate share of all Operating Expenses because Tenant shares the Premises with Nash Elementary School. Landlord shall deduct such Operating Expenses from Tenant's general education quarterly payments.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement. Authorize the Chief Operating Officer to execute any and all ancillary documents related to the lease agreement.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Rent payable to the General Fund.

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).

12-0425-OP9

**APPROVE NEW LEASE AGREEMENT WITH
KIPP ASCEND CHARTER SCHOOL FOR
LATHROP ELEMENTARY SCHOOL, LOCATED AT 1440 S. CHRISTINA**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a lease agreement with the **Kipp Ascend Charter School** for a **Lathrop Elementary School**, located at 1440 South Christina Avenue, Chicago, Illinois for the use as a charter school. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this Board Report.

TENANT: Kipp Ascend Charter School
1945 South Halsted Street, Suite 101
Chicago, IL 60608
Contact: April Goble, Executive Director
Phone: 312-733-8108

LANDLORD: Board of Education of the City of Chicago

PREMISES: Tenant shall be the sole occupant of Lathrop Elementary School, located at 1440 South Christina Avenue as set forth in the lease agreement.

USE: Tenant shall use the Premises to operate a charter school and related educational and community programs and for no other purpose.

TERM: The term of the lease renewal shall be 1 year, commencing on July 1, 2012, and ending on June 30, 2013. If Tenant's Charter School Agreement (submitted for approval through a separate Board Report of same date) is terminated the lease shall also terminate.

RENT: One dollar (\$1.00) per year.

OPERATING EXPENSES: Tenant shall be responsible for determining if some or all Operating Services shall be obtained from Landlord or from a third party. If Tenant does not choose a third party, Landlord shall provide all Operating Services at Landlord's then-current rate (which is subject to increase). Tenant shall pay for all Operating Expenses (cost of all Operating Services) because Tenant shall be the sole occupant of the premises. Landlord shall deduct such Operating Expenses from Tenant's general education quarterly payments.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement. Authorize the Chief Operating Officer to execute any and all ancillary documents related to the lease agreement.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Rent payable to the General Fund.

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 (98-0626-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).

Board Member Hines abstained on Board Report 12-0425-OP9.

12-0425-EX10

PRINCIPAL CONTRACTS (A)**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 Council pursuant to the Illinois School Code and the Uniform Principal's Performance Contract

DESCRIPTION: Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Policy on Requirements for the Selection of Chicago Public Schools Principals, #08-1217-PO2, dated December 17, 2008, subject to 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 Principal Talent Office has verified that the following individuals have met the requirements for eligibility.

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Kenneth Fitzner	Assistant Principal Oriole Park	Contract Principal Audubon Network: Ravenswood-Ridge Elementary P.N. 119213 Commencing: April 1, 2012 Ending: March 31, 2016
Donica Glass	New Employee	Contract Principal Solomon Network: O'Hare P.N. 118276 Commencing: July 1, 2012 Ending: June 30, 2016
Renee Mackin	Interim Principal Linne	Contract Principal Linne Network: Fullerton Elementary P.N. 121885 Commencing: August 20, 2011 Ending: August 19, 2015

LSC REVIEW: The respective Local School Council has executed the Uniform Principal's Performance Contract with the individuals named above.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: The salaries 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 2012-2013 school budget.

12-0425-EX11

PRINCIPAL CONTRACTS (B)**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:**

Accept and file copies of 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.

DESCRIPTION: Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Policy on Requirements for the Selection of Chicago Public Schools Principals, #08-1217-PO2, dated December 17, 2008, subject to 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 contracts and terminate on the dates specified in the contracts.

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Dana Butler	Contract Principal Ruiz	Contract Principal Ruiz Network: Pilsen-Little Village Elementary P.N. 146319 Commencing: July 1, 2012 Ending: June 30, 2016
Valesta Cobbs	Contract Principal Bond	Contract Principal Bond Network: Englewood-Gresham Elementary P.N. 121036 Commencing: July 1, 2012 Ending: June 30, 2016
Tony Fisher	Contract Principal J.N. Thorp	Contract Principal J.N. Thorp Network: Skyway Elementary P.N. 111629 Commencing: July 1, 2012 Ending: June 30, 2016
Dyrice Garner	Contract Principal Beethoven	Contract Principal Beethoven Network: Burnham Park Elementary P.N. 118373 Commencing: March 8, 2012 Ending: March 7, 2016
Deborah Reese	Contract Principal Hitch	Contract Principal Hitch Network: O'Hare Elementary P.N. 112749 Commencing: July 1, 2012 Ending: June 30, 2016
Catherine Reidy	Contract Principal Mt. Greenwood	Contract Principal Mt. Greenwood Network: Rock Island Elementary P.N. 122527 Commencing: July 1, 2012 Ending: June 30, 2016
Gladys Rivera	Contract Principal Lowell	Contract Principal Lowell Network: Garfield-Humboldt Elementary P.N. 117638 Commencing: July 1, 2012 Ending: June 30, 2016
Erin Roche	Contract Principal Prescott	Contract Principal Prescott Network: Fullerton Elementary P.N. 117968 Commencing: July 1, 2012 Ending: June 30, 2016
Martha Salgado	Contract Principal Brentano	Contract Principal Brentano Network: Fullerton Elementary P.N. 118634 Commencing: July 1, 2012 Ending: June 30, 2016

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 salaries 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 2012-2013 school budget.

12-0425-AR2

FINAL

REPORT ON BOARD REPORT RESCISSIONS

THE GENERAL COUNSEL REPORTS THE FOLLOWING:

- I. Extend the rescission dates contained in the following Board Reports to June 27, 2012 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. 10-0428-PR32: Approve Entering into an Agreement with Caremark PCS Health LLC for Consulting, Pharmacy Benefits Management and Other Services
User Group: Office of Human Capital
Services: Pharmacy Benefits Management
Status: In negotiations
 2. 11-0126-PR10: Approve Entering into Agreements with Various Vendors for the Purchase of Low-Cost Computing Devices and Associated Accessories.
User Group: Information & Technology Services
Services: Purchase of Computing Devices
Status: 2 of 3 agreements have been fully executed; the remaining agreement has not been signed and returned by the vendor.
 3. 11-0323-EX4: Amend Board Report 09-0722-EX11: Amend Board Report 09-0128-EX3: Amend Board Report 08-0625-EX7: Amend Board Report 07-1024-EX13: Approve the Establishment of the Hope Institute Learning Academy and Entering into a School Management and Performance Agreement with the Hope School, an Illinois Not-For-Profit Corporation and Approve Entering into a Professional Services Agreement with the Hope School for Low Incidence Pilot Program.
User Group: Office of New Schools
Services: School Management Services
Status: In negotiations
 4. 11-0427-EX12: Approve the Renewal of the Charter School Agreement with Urban Prep Academies.
User Group: Office of New Schools
Services: Charter School
Status: In negotiations
 5. 11-0427-OP1: Approve Entering into an Intergovernmental Agreement with the City of Chicago Relating to Continued Participation with the City of Chicago in a 5-Year School Building Accessibility Renovation Program, Including Negotiating, Executing and Delivering an Intergovernmental Agreement with the City of Chicago.
User Group: Department of Housing and Economic Development
Services: Building Accessibility Renovation Program
Status: In negotiations
 6. 11-0622-PR36: Approve Exercising the First Option to Renew the Agreement with United Health Care Insurance Company to Provide Preferred Provider Organization (PPO) Services
User Group: Office of Human Capital
Services: Preferred Provider Organization (PPO) Services
Status: In negotiations
 7. 11-0727-PR7: Approve Exercising the Option to Renew the Agreement with the City of Chicago Department of Public Health for Inspection Services.
User Group: Nutrition Support Services
Services: Inspection Services
Status: In negotiations
 8. 11-0727-PR27: Amend Board Report 11-0525-PR31: Amend Board Report 10-0825-PR18: Amend Board Report 08-0602-PR55: Amend Board Report 07-1114-PR20: Amend Board Report 07-0627-PR42: Amend Board Report 06-0823-PR21: Amend Board Report 06-0125-PR21: Amend Board Report 05-1221-PR21: Amend Board Report 04-0526-PR52: Amend Board Report 01-0328-PR41: Approve the Pre-Qualification Status of Least Restrictive Environment Consultants to Provide Consulting Services.
User Group: Office of Specialized Services
Services: Consulting Services
Status: In negotiations

9. 11-0727-PR31: Ratify the First Option to Renew the Agreements with Various Vendors for the Purchase of Response to Intervention Services (RTI).
User Group: Citywide – Office of Teaching & Learning
Services: Response to Intervention Services
Status: 5 of 15 agreements have been fully executed; the remaining agreements are in negotiations.
10. 11-0824-EX12: Amend Board Report 11-0525-EX5: Amend Board Report 09-1123-EX18: Approve the Granting of a Charter and Entering into a Charter School Agreement with Urban Prep Academies Inc., an Illinois Not-For-Profit Corporation.
User Group: Office of New School
Services: Charter School
Status: In negotiations
11. 11-0824-EX13: Amend Board Report 11-0525-EX6: Amend Board Report 10-0428-EX5. Amend Board Report 09-1123-EX19: Approve the Granting of a Charter and Entering into a Charter School Agreement with Urban Prep Academies Inc., an Illinois Not-For-Profit Corporation.
User Group: Office of New Schools
Services: Charter School
Status: In negotiations
12. 11-0928-OP1: Reaffirm Board Report 11-0727-OP4: Authorize Entering into a Lease Agreement with the Chicago Park District for Gately Stadium.
User Group: Office of Real Estate
Services: Lease Agreement
Status: In negotiations
13. 11-0928-PR5: Approve Exercising the First Option to Renew the Agreement with the Gordian Group, Inc. to License Use of the Job Ordering Contract System and to Provide Consulting Services for the Board's Job Order Contract Program.
User Group: Facility Operations & Maintenance
Services: Consulting Services
Status: In negotiations
14. 11-1026-OP2: Authorize the Public Building Commission of Chicago to Acquire the Property at 10438 South Indianapolis Boulevard for the Construction of the New Southeast Area Elementary School.
Services: Acquire Property at 10438 South Indianapolis Boulevard
User Group: Operations
Status: In negotiations
15. 11-1026-OP3: Authorize the Public Building Commission of Chicago to Acquire by Condemnation Property at 10440-68 and 10476 South Indianapolis Boulevard for the Construction of a New Southeast Area Elementary School.
Services: Acquire Property at 10440-68 and 10476 South Indianapolis Boulevard
User Group: Operations
Status: In negotiations
16. 11-1214-EX4: Amend Board Report 11-0323-EX5: Amend Board Report 09-1123-EX11 Approve the Granting of a Charter and Entering into a Charter School Agreement with Academy for Global Citizenship, an Illinois Not-For-Profit Corporation.
Services: Charter School
User Group: Portfolio Office
Status: In negotiations
17. 11-1214-EX7: Approve the Granting of a Charter and Entering into a Charter School Agreement with Catalyst Schools, an Illinois Not For Profit Corporation.
Services: Charter School
User Group: Portfolio Office
Status: In negotiations
18. 11-1214-OP1: Amend Board Report 10-1215-OP1: Amend Board Report 10-0825-OP1. Approve Entering into an Intergovernmental Agreement to Exchange Land, an Amendment to the Lease Between the Public Building Commission and the Board, a Shared Use and Temporary License Agreement with the Chicago Park District Each in Connection with an Addition to the Edgebrook School.
Services: Intergovernmental Agreement
User Group: Real Estate
Status: In negotiations

19. 12-0125-PR7: Amend Board Report 10-0623-PR36: Approve Entering into Agreements with Various Consultants to Provide School and Area Performance Management Services
Services: Performance Management Services
User Group: Chief Education Office
Status: In negotiations

20. 12-0125-PR10: Amend Board Report 11-1214-PR8: Amend Board Report 11-1214-PR8 Approve Agreements with Various Vendors for Virtual Learning Online Courses and Support Services.
Services: Virtual Learning Online Courses
User Group: Instructional Tools and Technology
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:**

None.

President Vitale thereupon declared Board Reports 12-0425-MS1, 12-0425-ED6, 12-0425-OP3 through 12-0425-OP9, 12-0425-EX10, 12-0425-EX11 and 12-0425-AR2 accepted.

OMNIBUS

At the Regular Board Meeting of April 25, 2012 the foregoing motions, reports and other actions set forth from number 12-0425-MO1 through 12-0425-RS27 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

President Vitale abstained on Board Report 12-0425-PR4.

Board Member Bienen abstained on Board report 12-0425-PR2.

Board Member Hines abstained on Board Reports 12-0425-EX3, 12-0425-PR3 and 12-0425-OP9.

ADJOURNMENT

President Vitale moved to adjourn the meeting, and it was so ordered by a voice vote, all members present voting therefore.

President Vitale thereupon declared the Board Meeting adjourned.

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting of April 25, 2012 held at the Central Service Center 125 South Clark Street, Board Chamber, Chicago, Illinois, 60603.

**Estela G. Beltran
Secretary**

INDEX

AR – REPORTS FROM THE GENERAL COUNSEL

12-0425-AR1	Authorize Retention of the Law Firm Holland & Knight, LLP	86, 87
12-0425-AR2	Report on Board Report Rescissions	158 - 160
12-0425-AR3	Authorize Continued Retention of the Law Firm Franczek Radelet P.C.	3
12-0425-AR4	Authorize Continued Retention of Hill Law Offices	3, 4
12-0425-AR5	Authorize Continued Retention of the Law Firm Pugh Jones Johnson & Quandt, P.C.	4
12-0425-AR6	Workers' Compensation – Payment for Lump Sum Settlement for Darrell Alexander – Case No. 12 WC 4210	5
12-0425-AR7	Workers' Compensation – Payment for Lump Sum Settlement for Elouise Kouimelis – Case No. 09 WC 44537	5, 6
12-0425-AR8	Workers' Compensation – Payment for Lump Sum Settlement for Senada Mujcinovic – Case No. 10 WC 04392	6
12-0425-AR9	Workers' Compensation – Payment for Lump Sum Settlement for Kevin Sehring – Case No. 09 WC 33503	6, 7
12-0425-AR10	<u>Approve Settlement of the Board of Trustees of the Public School Teachers' Pension and Retirement Fund of Chicago v. Board of Education of the City of Chicago</u> Case No. 09 CH 25730	7
12-0425-AR11	Approve Settlement of Deficiency Claim of Board of Trustees of the Public School Teachers' Pension and Retirement Fund of Chicago	8
12-0425-AR12	Property Tax Appeal Refund – Authorize Settlement for Sherwin Williams Company PTAB Appeals Regarding its Property for Tax Years 2006-08.....	8, 9
12-0425-AR13	Debarment of Derrick Harris and North Lawndale LSC Federation	9
12-0425-AR14	Debarment of Queen Sister Afrika a/k/a Queen Sister Georzetta Deloney a/k/a Georzetta Deloney and It Takes a Village Organization a/k/a It Takes a Village NFP.ORG.....	10
12-0425-AR15	Authorize Payment of Attorney's Fees in the Matter of <u>Corey H., et al. v. Board of Education of the City of Chicago</u> , Case No. 92 C 3409.....	10, 11

CO – COMMUNICATIONS

12-0425-CO1	Communication Re: Location of Board Meeting of May 23, 2012 – 125 S. Clark Street (Board Chamber)	36
-------------	---	----

ED – REPORTS FROM THE CHIEF EDUCATION OFFICER

12-0425-ED1	<u>Amend Board Report 11-0824-PR20</u> Approve Entering Into Agreements with ISBE-Approved Supplemental Educational Service Providers	58 - 66
12-0425-ED2	<u>Amend Board Report 09-0624-ED18</u> Approve Entering Into an Intergovernmental Agreement with the City of Chicago for Services Relating to the Education and Screening for the Sexually Transmitted Infections Project.....	67, 68
12-0425-ED3	Approve Exercising the First Option to Renew the Intergovernmental Agreement with the City of Chicago for Services Relating to the Education and Screening for the Sexually Transmitted Infections Project	69 - 71

ED – REPORTS FROM THE CHIEF EDUCATION OFFICER (Cont.)

12-0425-ED4	Approve Entering Into an Agreement with ROI Labs, LLC to Create College and Career Readiness Toolkits and Entering Into a Limited License Agreement with W.K. Kellogg Foundation	71, 72
12-0425-ED5	Report on Student Expulsions for March 2012	145, 146
12-0425-ED6	Approve Modified 2012-2013 Regular School Calendars at Certain Attendance Centers	146 - 148

EX – REPORTS FROM THE CHIEF EXECUTIVE OFFICER

12-0425-EX1	Transfer of Funds* *[Note: The complete document will be on File in the Office of the Board].....	37 - 39
12-0425-EX2	Authorization to Accept Grant Funds from the Illinois State Board of Education School Maintenance Program	39 - 45
12-0425-EX3	<u>Amend Board Report 09-0325-EX5</u> Amend Board Report 08-1022-EX13 Amend Board Report 08-0602-EX5 Approve the Renewal of the Charter School Agreement with Kipp Ascend Charter School	46 - 48
12-0425-EX4	<u>Amend Board Report 09-0722-EX8</u> Amend Board Report 08-0227-EX24 Amend Board Report 06-1115-EX12 Approve the Granting of a Charter and Entering Into School Agreement with Henry Ford Academies of Illinois, NFP ..	48 - 50
12-0425-EX5	<u>Amend Board Report 09-1123-EX13</u> Approve the Granting of a Charter and Entering Into a Charter School Agreement with Epic Academy, Inc., an Illinois Not-for-Profit Corporation	50 - 52
12-0425-EX6	Approve the Granting of a Charter and Entering Into a Charter School Agreement with Instituto for Latino Progress, Inc., an Illinois Not-for-Profit Corporation	52, 53
12-0425-EX7	Approve the Establishment of Chicago Excel Academy and Entering Into a School Management and Performance Agreement with Camelot Schools	53 - 55
12-0425-EX8	Approve the Establishment of a New Early College Science, Technology, Engineering and Math (STEM) High School to be Known as Southwest Area ECSS.....	55, 56
12-0425-EX9	Authorize Payment of Startup Funds to and Approve Entering Into Disbursement and Use of Startup Funds Agreements with Various Charter Schools	56, 57
12-0425-EX10	Principal Contracts (A) (New)	156
12-0425-EX11	Principal Contracts (B) (Renewal).....	156, 157
12-0425-EX12	Transfer and Appoint Chief of Elementary Schools – O'Hare Elementary Network (Anna Alvarado)	11
12-0425-EX13	Transfer and Appoint Chief of Elementary Schools – Pershing Elementary Network (Victor Simon).....	11, 12
12-0425-EX14	Transfer and Appoint Chief of Elementary Schools – Skyway Elementary Network (LaTanya McDade)	12
12-0425-EX15	Warning Resolution – Willie Raby, Tenured Teacher – Orr Academy High School	12, 13
12-0425-EX16	Warning Resolution – Lisa Schlak, Tenured Teacher – Jordan Community Academy	13

EX – REPORTS FROM THE CHIEF EXECUTIVE OFFICER (Cont.)

12-0425-EX17	Warning Resolution – Monica St. John, Tenured Teacher – Washington Irving Elementary School	13, 14
12-0425-EX18	Warning Resolution – Carmen Seaz, Tenured Teacher – North-Grand High School	14
12-0425-EX19	Approve Rescission of Maria Taneff Notice of Intent to Retire and Resignation Pursuant to Board Rule 4-16(b)	15
12-0425-EX20	Adopt Finding that Pupil is a Non-Resident of the City of Chicago Indebted to the Chicago Public Schools for Non-Resident Tuition	15, 16
12-0425-EX21	Adopt Finding that Pupils are Non-Residents of the City of Chicago Indebted to the Chicago Public Schools for Non-Resident Tuition	16

MO – MOTION

12-0425-MO1	Motion to Hold a Closed Session	1, 2
12-0425-MO2	Motion Re: Adopt and Maintain as Confidential Closed Session Minutes From (March 28, 2012)	20
12-0425-MO3	Motion Re: Approval of Record of Proceedings of Meeting Open to the Public (March 28, 2012)	20

MS – MISCELLANEOUS

12-0425-MS1	Approve the Renaming of New Millennium High School to Bowen High School ..	145
-------------	--	-----

OP – REPORTS FROM THE CHIEF OPERATING OFFICER

12-0425-OP1	<u>Amend Board Report 08-0723-OP1</u> Approve Entering Into an Intergovernmental Agreement with the City of Chicago and the Public Building Commission Regarding the Conveyance of Land Adjoining Inter-American School <u>in Exchange for Title</u> and Use of New Garage Space for Inter-American School ..	73 - 80
12-0425-OP2	<u>Amend Board Report 12-0125-OP1</u> Approve Entering Into an Intergovernmental Agreement with the City of Chicago to Obtain Funding/Reimbursement for the Construction of a New Jones College Preparatory High School and to Exchange Land	80 - 86
12-0425-OP3	Approve Renewal of Lease Agreement with Chicago Charter School Foundation – Larry Hawkins for Carver Middle School, Located at 801 E. 133 rd Place	149
12-0425-OP4	Approve Renewal of Lease Agreement with Chicago Charter School Foundation (Chicago International Charter School) ChicagoQuest for Truth School, Located at 1443 North Ogden	150
12-0425-OP5	Approve Renewal of Lease Agreement with Perspectives Charter School for Calumet School, Located at 8131 S. May	151
12-0425-OP6	Approve Renewal of Lease Agreement with Perspectives Charter School for Raymond School, Located at 3663 S. Wabash	152
12-0425-OP7	Approve Renewal of Lease Agreement with Polaris Charter Academy for Morse School, Located at 620 N. Sawyer	153
12-0425-OP8	Approve New Lease Agreement with Academy of Communications and Technology Charter School for a Portion of Nash Elementary School, Located at 4837 W. Erie	154
12-0425-OP9	Approve New Lease Agreement with Kipp Ascend Charter School for Lathrop Elementary School, Located at 1440 S. Christina	155

OP – REPORTS FROM THE CHIEF OPERATING OFFICER (Cont.)

12-0425-OP10	Authorize the Public Building Commission of Chicago to Acquire by Condemnation Property at 3930 to 3940 East 105 th Street for the Construction of a New Southeast Area Elementary School	20 - 22
--------------	--	---------

PO – POLICIES

12-0425-PO1	Amend Board Report 09-1216-PO1 Amend Board Report 08-0123-PO4 Comprehensive Non-Discrimination, Title IX and Sexual Harassment Policy ...	31 - 36
-------------	---	---------

PR – REPORTS FROM THE CHIEF PURCHASING OFFICER

12-0425-PR1	Approve Entering Into an Agreements with Loyola University, New Leaders, Teach for America and University of Illinois at Chicago for Principal Preparation Program Services Under the Chicago Leadership Collaborative	87 - 90
12-0425-PR2	Amend Board Report 11-0727-PR25 Approve Entering Into an Agreement with ISBE-Approved Lead Partners for Schools Management, Staff and Student Support Interventions and Services for Office of School Improvement Probationary High Schools	90 - 92
12-0425-PR3	Approve Entering Into an Agreement with NCS Pearson, Inc. for the Purchase of the Extract Results and Testing Materials for the Stanford Achievement Test Series, Tenth Edition (Stanford 10).....	92 - 94
12-0425-PR4	Approve Entering Into Agreements with Various External Partners to Provide Out-Of-School Time Programs and Services to Students and Their Families in the Chicago Public Schools Community Schools Initiative's 21 st Century Learning Centers (21 st CCLC) Grant	94 - 98
12-0425-PR5	Approve Extending the Agreements with Various Alternative Safe Schools for Educational Services	98 - 100
12-0425-PR6	Approve Extending the Agreements with Banner Schools and Pathways in Education – Illinois to Provide Alternative Learning Opportunities Program (ALOP) Services	100 - 102
12-0425-PR7	Approve Entering Into an Agreement with President and Fellows of Harvard College for a Training Institute on Universal Design	102 - 104
12-0425-PR8	Amend Board Report 11-0525-PR42 Approve Entering Into an Agreement with SGA Youth and Family Services for Consulting Services	104 - 107
12-0425-PR9	Amend Board Report 11-0525-PR8 Approve the Pre-Qualification Status of and Entering Into Agreements with Various Contractors to Provide General Contracting Services	107 - 112
12-0425-PR10	Approve Exercising the First Option to Renew the Agreement with MB Real Estate Services LLC for Property Management Services at 125 South Clark Street and Approve the Funding of the Disbursement Account Related Thereto.....	113 - 115
12-0425-PR11	Approve the Pre-Qualification Status of and Entering Into Agreements with Contractors to Provide Job Preparedness Training Through Auditorium Renovations.....	115 - 117
12-0425-PR12	Approve the Award of Construction Contracts and Approve Changes to Construction Contracts for the Board of Education's Capital Improvement Program	117 - 129
12-0425-PR13	Amend Board Report 09-1216-PR15 Approve Entering Into an Agreement with Opentext Corporation for Student and Teacher E-Mail and Document Collaboration Services	130 - 132

PR – REPORTS FROM THE CHIEF PURCHASING OFFICER (Cont.)

12-0425-PR14	Approve Exercising the First Option to Renew the Agreement with Opentext Corporation for Student and Teacher E-Mail and Document Collaboration Services	132 - 134
12-0425-PR15	Approve Exercising the Option to Renew the Agreements with Various Vendors for Court Reporting Services	134, 135
12-0425-PR16	Ratify Extending the Agreements with Various Vendors for the Purchase of General and Specialized Educational Supplies	135 - 138
12-0425-PR17	<u>Amend Board Report 11-0427-PR40</u> Approve Exercising the First Option to Renew the Agreement with Sedgwick Claims Administration Services and Authorize Funding of Escrow Accounts Associated with These Services.....	138 - 140
12-0425-PR18	Approve Exercising the First Option to Renew the Agreement with R.V. Kuhns and Associates, Inc. for Consulting Services	140 - 142
12-0425-PR19	Approve Entering Into an Agreement with American Healthways Services, LLC for Professional Services	142, 143
12-0425-PR20	<u>Amend Board Report 11-0427-PR45</u> Approve Exercising the First Option to Renew Agreement with Cannon Cochran Management Services, Inc. to Provide Claim Administrative Services	143 - 145

RS – RESOLUTIONS

12-0425-RS1	Resolution Honoring Barbara T. Bowman Chief Officer, Early Childhood Education	22, 23
12-0425-RS2	Resolution Re: Lane Tech High School Winner of the Public League's 2011 16-Inch District Championship	23
12-0425-RS3	Resolution Re: Lane Tech High School Winners of the Public League's 2011 Boys Cross Country District Championship.....	23
12-0425-RS4	Resolution Re: Lane Tech High School Winners of the Public League's 2011 Boys Wrestling District Championship	23, 24
12-0425-RS5	Resolution Re: Lane Tech High School Winners of the Public League's 2011 Girls Cross Country District Championship	24
12-0425-RS6	Resolution Re: Lane Tech High School Winner of the Public League's 2011 Girls Swimming District Championship	24
12-0425-RS7	Resolution Re: Lane Tech High School Winner of the Public League's 2011 Boys Soccer District Championship	24, 25
12-0425-RS8	Resolution Re: Morgan Park High School Winners of the Public League's 2011 Boys Bowling District Championship.....	25
12-0425-RS9	Resolution Re: Morgan Park High School Winners of the Public League's 2011 Girls Bowling District Championship	25
12-0425-RS10	Resolution Re: Northside College Preparatory High School Winners of the Public League's 2011 Chess District Championship	26
12-0425-RS11	Resolution Re: Walter Payton High School Winners of the Public League's 2011 Girls Golf District Championship	26
12-0425-RS12	Resolution Re: Simeon High School Winners of the Public League's 2011 Boys Basketball District Championship.....	26

RS – RESOLUTIONS (Cont.)

12-0425-RS13	Resolution Re: Simeon High School Winners of the Public League's 2011 Boys Football District Championship.....	27
12-0425-RS14	Resolution Re: Whitney Young High School Winners of the Public League's 2011 Boys Golf District Championship.....	27
12-0425-RS15	Resolution Re: Whitney Young High School Winners of the Public League's 2011 Boys District Swimming Championship.....	27
12-0425-RS16	Resolution Re: Whitney Young High School Winners of the Public League's 2011 Girls Basketball District Championship	28
12-0425-RS17	Resolution Re: Whitney Young High School Winners of the Public League's 2011 Girls Tennis District Championship.....	28
12-0425-RS18	Resolution Re: Whitney Young High School Winners of the Public League's 2011 Girls Volleyball District Championship.....	28
12-0425-RS19	Resolution Approving the Appointment of Two Board of Directors to the Children's First Fund: Chicago Public Schools Foundation	29
12-0425-RS20	Resolution Authorizing Payment to Various Hospitals for Education Services to Hospitalized CPS Students	29
12-0425-RS21	Resolution Request the Public Building Commission of Chicago to Undertake the Bell Addition Project.....	30
12-0425-RS22	Resolution Authorizing Division of Proceeds from Telecommunications Vendors for Installation and Maintenance of Cellular Towers and Equipment	30, 31
12-0425-RS23	Resolution by the Board of Education of the City of Chicago Regarding the Dismissal of Leon Townsend, Tenured Teacher, Assigned to Everett Elementary School	17
12-0425-RS24	Resolution Approving Chief Executive Officer's Recommendation to Dismiss Educational Support Personnel	17, 18
12-0425-RS25	Resolution Approving Chief Executive Officer's Recommendation to Dismiss Probationary Appointed Teacher	18
12-0425-RS26	Resolution Authorizing the Honorable Termination of Regularly Certified and Appointed Teacher.....	18, 19
12-0425-RS27	Resolution Approving Chief Executive Officer's Recommendation to Dismiss/Non-Renew Probationary Appointed Teachers at the End of the 2011-2012 School Year	19