

### **Board of Education**

City of Chicago

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

Susan J. Narrajos ASSISTANT SECRETARY

April 24, 2017

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

Enclosed is a copy of the Agenda for the Regular Board of Education meeting to be held on Wednesday, April 26, 2017. The meeting will be held at CPS Loop Office, 42 West Madison Street. Garden Level. Board Room. The Board Meeting will begin at 10:30 a.m.

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

For the April 26, 2017 Board Meeting, advance registration to speak and observe will be available beginning Monday, April 24th at 10:30 a.m. and will close on Tuesday, April 25th at 5:00 p.m. or until all slots are filled. Advance registration during this period is available by the following methods:

> Online: Phone:

www.cpsboe.org (773) 553-1600

In Person: 1 North Dearborn Street, Suite 950

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

The complete, final Agenda of Actions from the March 22, 2017 Board meeting is on our website: http://www.cpsboe.org/meetings/past-meetings.

Sincerely.

Estela G. Beltran

Secretary

EGB

**Enclosures** 



# CHICAGO BOARD OF EDUCATION **BOARD MEETING**

**AGENDA** 

April 26, 2017

PLEDGE OF ALLEGIANCE

**CALL TO ORDER** 

**ROLL CALL** 

#### HONORING EXCELLENCE

- □ Chess Champion student from Charles W. Earle School
   □ CPS Teacher Recipients of 32<sup>nd</sup> Annual Golden Apple Awards for Excellence in Teaching & Leadership
- □ Principal Awardees

**CEO REPORT** 

**PUBLIC PARTICIPATION** 

**DISCUSSION OF PUBLIC AGENDA ITEMS** 

#### **CLOSED SESSION**

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

#### <u>MOTION</u>

17-0426-MO1

Motion to Hold a Closed Session

#### NON-DELEGABLE BOARD REPORTS THAT REQUIRE MEMBER ACTION

#### **RESOLUTIONS**

17-0426-RS1

Resolution Authorizing Payment for Special Education Services to Various State Approved, Non-Public Facilities for Students with Disabilities Placed by Chicago

**Public Schools** 

17-0426-RS2

Amend Board Report 17-0222-RS5 Resolution Request the Public Building Commission of Chicago to Undertake the Construction of the Lake View HS

**Renovation Project** 

#### RESOLUTIONS (CONTINUED)

17-0426-RS3 Amend Board Report 17-0322-RS1 Resolution Request the Public Building Commission of Chicago to Undertake the Construction of the Lincoln Park HS **Renovation Project** 17-0426-RS4 Resolution Request the Public Building Commission of Chicago to Undertake the Construction of the Skinner West and Sheridan Annex Projects Resolution Authorize Appointment of Members to Local School Councils to Fill 17-0426-RS5 **Vacancies POLICIES** 

17-0426-PO1 Amend Board Report 10-0623-PO1 Amend Board Report 08-0827-PO2 Amend Board Report 05-0824-PO3 Amend Board Report 04-0526-PO2 Adopt a New Comprehensive Policy on the Enrollment and Transfer of Students in the Chicago Public Schools

17-0426-PO2 Amend Board Report 14-0827-PO1 Amend Board Report 11-0824-PO2 Admissions Policy for Magnet, Selective Enrollment and Other Options for **Knowledge Schools and Programs** 

#### COMMUNICATION

17-0426-CO1 Communication Re: Location of Board Meeting of May 24, 2017 -CPS Loop Office, 42 W. Madison, Garden Level, Board Room, Chicago, IL 60602

#### REPORT FROM THE CHIEF EXECUTIVE OFFICER

17-0426-EX1 Transfer of Funds\*

\*[Note: The complete document for March 2017 will be on File in the Office of

the Board)

#### REPORT FROM THE CHIEF EDUCATION OFFICER

Adopt Academic Calendar for 2017-18 School Year 17-0426-ED1

#### REPORT FROM THE GENERAL COUNSEL

17-0426-AR1 **Debarment of Player Sports and Anthony Chronis** 

#### REPORTS FROM THE CHIEF PROCUREMENT OFFICER

17-0426-PR1 Amend Board Report 15-0325-PR1 Authorize New Agreements with Twenty-Five (25) Various Not-for-Profit Organizations for Community Schools Initiative (CSI) **Partner Agency Services** 

17-0426-PR2 Authorize the First Renewal Agreement with Careers Through Culinary Arts **Program for Educational Services to Culinary Students** 

#### REPORTS FROM THE CHIEF PROCUREMENT OFFICER (CONTINUED)

17-0426-PR3	Authorize Amending the Agreement with Deaf Communication by Innovation, LLC for Sign Language Interpreting Services
17-0426-PR4	Authorize the First Renewal Agreements with Various Vendors for Non-Public School Facilities
17-0426-PR5	Authorize the First Renewal Agreements with Various Vendors for Supplemental School Based Therapy Services
17-0426-PR6	Authorize the First Renewal Agreement with National Charter Schools Institute for a School Oversight System
17-0426-PR7	Authorize the Extension of the Agreement with Northwest Evaluation Association for Adaptive Growth Assessment
17-0426-PR8	Authorize New Agreements with Various Vendors for Online Database Subscription Services
17-0426-PR9	Authorize the First Renewal Agreement with CIC Energy Consulting, LLC for External Energy Funding Acquisition Consulting Services
17-0426-PR10	Authorize the Second Renewal Agreement with Johnson Research Group, Inc. to Provide Consulting Services on Tax Increment Financing Funding (TIF) for the Capital Improvement Program
17-0426-PR11	Report on the Award of Construction Contracts and Changes to Construction Contracts for the Board of Education's Capital Improvement Program
17-0426-PR12	Authorize New Agreements with Bottling Group LLC DBA Pepsi Beverages Company and Global Vending Service LLC for Beverage and Snack Vending Services and Category Sponsorship Rights
17-0426-PR13	Authorize the Final Renewal Agreement with AutoClear, LLC for the Purchase of Portable X-Ray Machines and Related Installation, Maintenance and Training Services
17-0426-PR14	Authorize the Final Renewal Agreements with Various Vendors to Provide Safe Passage Services for Designated Neighborhoods
17-0426-PR15	Authorize the First and Second Renewal Agreements with Kerry's Autobody, Inc. for Vehicle Maintenance Services
17-0426-PR16	Authorize the Extension of the Agreement with Severin Intermediate Holdings, LLC DBA Powerschool Group LLC for Gradebook Maintenance and Support Services
17-0426-PR17	Authorize the Extension of the Agreement with Severin Intermediate Holdings, LLC DBA Powerschool Group LLC for Software Support for Powerschool SMS (SIM)
17-0426-PR18	Authorize the Extension of the Agreement with Severin Intermediate Holdings, LLC DBA Powerschool Group LLC for Student Information Software Maintenance (SSM) Services

#### REPORTS FROM THE CHIEF PROCUREMENT OFFICER (CONTINUED)

17-0426-PR19	Authorize the Extension of the Agreement with NCS Pearson, Inc for Curriculum Instruction Management (CIM) Software Maintenance and Support Services
17-0426-PR20	Authorize a New Agreement with Blackboard Inc for a District-Wide Communications Solution
17-0426-PR21	Authorize the First Renewal Agreement with Payflex Systems USA, Inc for COBRA Administration Services
17-0426-PR22	Authorize the Final Renewal Agreement with Frontline Technologies, Inc. to Provide a Substitute Services Placement System
17-0426-PR23	Authorize New Agreements with Various Vendors for Court Reporting Services

#### DELEGABLE REPORTS

#### REPORTS FROM THE CHIEF EXECUTIVE OFFICER

17-0426-EX2 Report on Principal Contracts (New)

17-0426-EX3 Report on Principal Contracts (Renewals)

#### REPORT FROM THE GENERAL COUNSEL

17-0426-AR2 Report on Board Report Rescissions

**NEW BUSINESS** 

**ADJOURN** 

#### MOTION TO HOLD A CLOSED SESSION

**I MOVE** that the Board hold a closed session to consider the following subjects:

- 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;
- 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.

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

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

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

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

WHEREAS, when a student's Individualized Education Program (IEP) requires placement in separate facility or residential setting, Chicago Public Schools (CPS) Office of Diverse Learner Supports and Services (ODLSS) prioritizes placement at a non-public facility that can implement the student's IEP and is part of the CPS Non Public Partners RFP (Board Report 15-0624-PR8, as may be amended and renewed);

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

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

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

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

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

- 1. The Officer of Diverse Learner Supports and Services, or his or her designee, shall ensure that the NPP facilities are identified for placements whenever possible. If placement at a state-approved facility is needed because no NPP facility can implement a student's IEPs, the Officer of Diverse Learner Supports and Services may authorize the placement subject to the documentation requirements established by the Chief Education Officer and the Chief Administrative Officer, or their designees.
- 2. After approval by the Chief Education Officer, or their designees, the Officer of Diverse Learner Supports and Services or designee is authorized to make payments to state approved facilities for costs associated with the provision of special education and related services, including transportation, to CPS students with disabilities placed by CPS in accordance with the student's IEP.
- 3. Nothing in this Resolution prohibits the Office of Diverse Learner Supports and Services from negotiating a lower rate with the state-approved facility if practicable.
- 4. This Resolution authorizes the payment of invoices in Fiscal Year 2018 from contracted and state-approved facilities for the provision of special education and related services to CPS students with disabilities in the amount not to exceed \$55,000,000 in the aggregate.
- 5. The authority granted in this Resolution is effective July 1, 2017 to June 30, 2018.

## AMEND BOARD REPORT 17-0222-RS5 RESOLUTION

# REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE THE CONSTRUCTION OF THE LAKEVIEW HS RENOVATION PROJECT

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

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

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

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

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

**WHEREAS,** the estimated total cost of the project is anticipated not-to-exceed \$20,000,000. With this resolution, a partial undertaking with the PBC in the amount of \$16,151,662 \$17,847,882 will be incurred by the Board for Project-related costs.

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

- 1. The PBC is hereby requested to complete the construction for Lakeview HS Renovation on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA").
- 2. These Projects are not part of the Modern Schools Across Chicago Program. These Projects will be funded with capital funds generated in Fiscal Year 2017 or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. The total cost of the Projects to be undertaken by the PBC shall not exceed \$16,151,662 \$17,847,882. This dollar amount is necessary to cover project costs, including environmental, site preparation (Lakeview), contingency, management fees and construction. The project costs are appropriated in the FY17 Capital Budgets and miscellaneous capital funds.
- 3. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer. Any such contract may include a requirement that all construction work is subject to the terms contained in Board's existing Project Labor Agreement.
- 4. No cost may be incurred in excess of the level set forth in paragraph 2 above without prior Board approval.
- 5. This resolution is effective immediately upon its adoption.

#### **FINANCIALS**

Lakeview HS Renovation: 46211-486- \$16,151,662 \$17,847,882 (Capital Funds)

## AMEND BOARD REPORT 17-0322-RS1 RESOLUTION

# REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE THE CONSTRUCTION OF THE LINCOLN PARK HS RENOVATION PROJECT

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

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

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

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

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

**WHEREAS,** the estimated total cost of the project is anticipated not-to-exceed \$20,000,000. With this resolution, a partial undertaking with the PBC in the amount of \$17,500,000 \$18,397,099 will be incurred by the Board for Project-related costs.

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

- 1. The PBC is hereby requested to complete the construction for Lincoln Park HS Renovation on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA").
- 2. These Projects are not part of the Modern Schools Across Chicago Program. These Projects will be funded with capital funds generated in Fiscal Year 2017 or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. The total cost of the Projects to be undertaken by the PBC shall not exceed \$17,500,000 \$18,397,099. This dollar amount is necessary to cover project costs, including environmental, site preparation (Lincoln Park HS), contingency, management fees and construction. The project costs are appropriated in the FY17 Capital Budgets and miscellaneous capital funds.
- 3. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer. Any such contract may include a requirement that all construction work is subject to the terms contained in Board's existing Project Labor Agreement.
- 4. No cost may be incurred in excess of the level set forth in paragraph 2 above without prior Board approval.
- 5. This resolution is effective immediately upon its adoption.

#### **FINANCIALS**

Lincoln Park HS Renovation: 46321-486- \$17,500,000 \$18,397,099 (Capital Funds)

# RESOLUTION REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE THE CONSTRUCTION OF THE SKINNER WEST AND SHERIDAN ANNEX PROJECTS

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

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

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

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

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

**WHEREAS,** the estimated FY17 Board Approved total cost of the projects (Skinner West Annex and Sheridan Annex) is anticipated not-to-exceed \$38,000,000. With this resolution, a partial undertaking with the PBC in the amount of \$22,100,000 will be incurred by the Board for Project-related costs

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

- 1. The PBC is hereby requested to complete the Construction of the Sheridan Annex and Skinner West Annex. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA").
- 2. These Projects are not part of the Modern Schools Across Chicago Program. These Projects will be funded with capital funds generated in Fiscal Year 2017 and TIF Funds or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. The total cost of the Projects to be undertaken by the PBC shall not exceed \$22,100,000. This dollar amount is necessary to cover project costs, including environmental, site preparation (Sheridan and Skinner West), contingency, management fees and construction. The project costs are appropriated in the FY17 Capital Budgets and miscellaneous capital funds.
- 3. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer. Any such contract may include a requirement that all construction work is subject to the terms contained in Board's existing Project Labor Agreement.
- 4. No cost may be incurred in excess of the level set forth in paragraph 2 above without prior Board approval.
- 5. This resolution is effective immediately upon its adoption.

#### FINANCIALS:

Sheridan ES: 29201- 486-56310-253508-00000-2015 \$5,000,000 (Capital Funds) – requesting \$5,000,000 of \$8,000,000

 ${\tt Skinner West ES: 29281-435-56310-253508-00000-2015\ \$10,000,000\ (TIF\ Funds)-no\ request\ at\ this}$ 

time

Skinner West ES: 29281-486-56310-253518-000000-2017 \$17,100,000 (Capital Funds) - requesting

\$17,100,000 of \$20,000,000

# RESOLUTION AUTHORIZE APPOINTMENT OF MEMBERS TO LOCAL SCHOOL COUNCILS TO FILL VACANCIES

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

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

Membership Category	Method of Candidate Selection
Parent	Recommendation by serving LSC or Board
Community	Recommendation by serving LSC or Board
Advocate	Recommendation by serving LSC or Board
Teacher	Non-binding Advisory Staff Poll
Non-Teacher Staff Member	Non-binding Advisory Staff Poll
JROTC Instructor	Non-binding Advisory Staff Poll (military academy high schools only)
Student	Non-binding Advisory Student Poll or Student Serving as Cadet Battalion Commander or Senior Cadet (military academy high schools)

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

**WHEREAS**, the Illinois School Code and the Governance Policy authorize the Board to exercise absolute discretion in the appointment process;

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

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

#### Exhibit A

#### **NEW APPOINTED LSC MEMBERS**

TEACHER MEMBER
Syreeta Gordon-Brown
Abner Johnson
Antoinette Perry-Sigler
Bernardo Medina

REPLACING
Leslie Ratliff
Concepcion Valenzuela
Jennifer Carter
Carol Aguilar

SCHOOL Black Marsh Mollison Spry ES

NON-TEACHER MEMBER

Keyatta Batton

REPLACING Ruby Johnson SCHOOL Ward ES

# AMEND BOARD REPORT 10-0623-PO1 AMEND BOARD REPORT 08-0827-PO2 AMEND BOARD REPORT 05-0824-PO3 AMEND BOARD REPORT 04-0526-PO2 ADOPT A NEW COMPREHENSIVE POLICY ON THE ENROLLMENT AND TRANSFER OF STUDENTS IN THE CHICAGO PUBLIC SCHOOLS

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

That the Board of Education amend the Comprehensive Policy on the Enrollment and Transfer of Students in the Chicago Public Schools.

#### **POLICY TEXT:**

#### I. ENROLLMENT

Enrollment decisions should be made in the best educational interest of the child. The Board of Education shall enroll all children between the ages of five and twenty-one seeking admission who live in the City of Chicago. Decisions concerning enrollment shall be in accordance with the Second Amended Consent Decree.

#### A. Students Enrolling In Chicago Public Schools

1. General Rule

Children who enroll in the Chicago Public Schools ("CPS") and live within the attendance area of a particular school shall be accepted for enrollment in that school.

2. Exceptions to the General Rule

The general rule governing enrollment shall not apply in the following situations:

- a. Where a school has been designated for controlled enrollment, enrollment eligibility is subject to the requirements set out in the CPS Controlled Enrollment Policy.
- b. Where the school has no established attendance boundary, such as a magnet school, or a school with established selective enrollment admissions criteria. For schools with no attendance boundaries, admissions shall be in accordance with the requirements established by the Board. In particular, the Board's Policy on Magnet and Selective Enrollment Schools and Programs and the Options for Knowledge Guide issued annually by CPS identify the admissions requirements for magnet and selective enrollment schools.
- c. Where a school offers a preschool program, eligibility for preschool program enrollment is subject to preschool enrollment eligibility criteria and enrollment procedures as further described in section I.A.7 of this Policy. Except when otherwise specified by the Board, enrollment in a school's preschool program does not establish eligibility or priority to enroll in the school's kindergarten program.

#### 3. Age of First Enrollment

To enroll in kindergarten and 1st grade, a student must satisfy the age eligibility requirements specified in Board Rule 6-2. Children must be 3 or 4 years old, but not yet 5 years old, on or before September 1<sup>st</sup> in order to be age eligible for a CPS preschool program.

#### 4. Enrollment of Students With Disabilities

Where a student with disabilities seeks to enroll in his or her attendance area school, the attendance area school must immediately enroll that child. If the attendance area school believes that it is unable to implement the student's Individualized Education Program (IEP) or 504 Plan, the school must then contact the Office of Specialized Services for appropriate review and placement determination and provide interim services until proper placement is effected by the Office of Specialized Services. If a student with disabilities' IEP or 504 Plan requires an accessible building, an attendance area school or magnet school that constitutes the nearest building that meets the student's accessibility needs must accept the student, upon the request of the Office of Specialized Services, even if the student has not applied or has not been accepted into the school.

Every school, including magnet schools, magnet cluster schools, GEAP schools, military academies and selective enrollment schools, shall strive to meet the minimum enrollment targets of students with disabilities established by the *Corey H.* court monitor. If a school is below the minimum enrollment target, the school and the Office of Specialized Services shall determine whether the placement of a program for students with low incidence disabilities is appropriate to assist the school in meeting the minimum enrollment target.

#### Enrollment of English Language Learners ("ELL"), also known as Limited English Proficient Students

The parent/guardian of all new students enrolling for the first time and all reenrolling students who have not attended a Chicago Public School for one year or more must complete a Home Language Survey (HLS) at time of enrollment. If either question on the HLS is answered yes, the school will use the state-prescribed screening instrument to measure the student's English language proficiency to determine eligibility to receive bilingual education services. The administration of the state-prescribed screening instrument is subject to the requirements set in the Board's Bilingual Education Policy including the exceptions noted therein for certain categories of ELL students.

Where an ELL student seeks to enroll in his or her attendance area school and the school does not offer a bilingual education program aligned with the child's English language proficiency, the child must be enrolled in the attendance area school and given the option to transfer to the nearest school offering such a program. Pending identification and transfer to another school, or if the child opts to remain in the home school, the child must be enrolled and provided the most appropriate bilingual education services possible, consistent with his/her bilingual instructional needs. The school shall contact the Office of Language and Cultural Education for any placement in an alternate program or for assistance in developing the student's language proficiency in the attendance area school. ELLs who also have an IEP will be provided both bilingual education services as well as services required under their IEP.

#### 6. Enrollment in a New School or Branch

For any new school or branch not identified in the annual Options for Knowledge Guide issued by CPS, the application deadline identified in the Options for Knowledge Guide will not apply. CPS will issue application requirements and deadlines as appropriate for such schools.

#### 7. Enrollment in Preschool Programs

Enrollment in a CPS preschool program is subject to the application and eligibility requirements that are specific to each CPS preschool program and based on applicable federal or state requirements. Enrollment in any CPS preschool program is subject to availability of space. The parent or guardian seeking enrollment for a child must satisfy all documentation requirements set out in this Policy as well as additional program eligibility documentation requirements as set out in the Preschool Programs Guidelines issued by the Office of Early Childhood Education ("Preschool Program Guidelines"). Modified enrollment eligibility requirements may apply to children exiting the State of Illinois' Early Intervention Program as specified in the Preschool Program Guidelines.

Enrollment in a preschool program is not subject to school attendance boundary requirements. Parents/guardians may seek to enroll their child at any school offering a preschool program for which they are eligible. If there are more applicants than available spaces for a preschool program at a particular school, students will be prioritized for placement in accordance with the Preschool Programs Guidelines. Students with disabilities shall have their preschool program placement determined by the Office of Specialized Services based on a review to determine the appropriate classroom setting. If a student with a disability has an IEP in place at the time of preschool enrollment, the Office of Specialized Services will work with the Office of Early Childhood Education in determining the appropriate preschool placement for the student. If the school believes after enrollment in any preschool program that a student may have a disability, the preschool program must begin the special education referral process and continue the student's enrollment in the program until an IEP is developed and appropriate program placement is determined.

Except when otherwise specified by the Board, enrollment in a school's preschool program does not establish eligibility or priority to enroll in the school's kindergarten program. Kindergarten enrollment is subject to the standard enrollment eligibility requirements established for a school. Modified kindergarten eligibility requirements apply to schools participating in a federally-funded grant program that requires preschool students to be eligible to enroll in the school's kindergarten program as indicated by the terms of the grant.

Withdrawal of a student enrolled in a CPS preschool program shall comply with the conditions and requirements set out in the Preschool Program Guidelines.

#### B. Enrollment of Students Identified as Homeless

Schools must enroll homeless students in accordance with the CPS Policy and Procedures on Education of Homeless Children and Youth which instructs a school to immediately enroll the child even if the child is unable to produce records normally required for enrollment. Pursuant to the CPS Homeless Education Policy, nothing shall prohibit a school from requiring parents or guardians of a homeless child to submit an address or such other contact information as the school may require from parents or guardians of permanently housed children. It shall be the duty of the enrolling school to immediately contact the school last attended by the child to obtain relevant academic and/or other records.

#### C. Proof of Age and Address

The parent/guardian of a child seeking enrollment shall present to the school principal or designee proof of a child's age. All necessary immunization and other medical records shall also be provided as required by the Board's Policy on Student Health Examinations, Immunizations and Dental Examinations and Eye Examinations. To enroll a child in any school the person seeking enrollment for the child must also present evidence of current address.

The parent/guardian shall promptly notify the school of any change of address, phone number(s) and other contact information and shall promptly reply to school requests to complete an emergency contact form at least two (2) times per school year. Schools shall ensure that change of address and emergency contact information is promptly entered into IMPACT, the District's system of record.

- 1. Proof of age includes, but is not limited to, the following documents:
  - a. Child's birth certificate;
  - b. Child's baptismal record;
  - c. Passport;
  - d. Court documents: and
  - e. Medical records.
- Proof of current address includes, but is not limited to, any two of the following documents:
  - a. Current utility bills;
  - b. Illinois driver's license or State of Illinois identification card;
  - c. Deed;
  - d. Employer identification card;
  - e. MediPlan/Medicaid Card;
  - f. Voter registration card;
  - g. Court documents;
  - h. Illinois Department of Public Aid card;
  - i. Stamped United States Post Office change of address form;
  - j. Illinois state aid check/social security check; and
  - k. Other identification card issued by a federal or state agency or foreign government consulate, such as a Matricula Consular.

If the person enrolling a student fails to provide a proof of student age document, the school shall provide notice by certified mail that within thirty (30) days, he/she must provide:

- A certified copy of the student's birth certificate; or
- Other reliable proof of the student's identity and age; a passport, visa or other governmental documentation; and
- If a birth certificate is not available, an affidavit explaining why the birth certificate could not be produced.

Failure to provide the required documentation shall result in the immediate notification of the Chicago Police Department.

#### D. Proof of Guardianship or Custodianship

Adults acting in the role of guardian or custodian may enroll a child upon providing proof of guardianship or custodianship which may include the following:

- A valid court order;
- The most recent tax return naming the child as a dependent dependent;
- 3. Health insurance coverage for the child;
- 4. Any public aid documents covering the child; or
- 5. Appropriate documents authorizing or establishing custodianship.

Any other form of proof shall be presented to the appropriate Area Management Support Director or other designated oversight office for review.

#### E. Proof of Temporary Custodianship

Adults acting in the role of temporary custodian to a child due to circumstances involving the parents, legal guardians or child, may enroll a student with applicable documentation of residency and status as temporary custodian, which may include a notarized letter from the parent authorizing the temporary custody and the reason. Enrollment by a temporary guardian is subject to the limitations set out in Section I.H. of this Policy.

## F. Enrollment of Students Who Transfer from a Private School, Foreign School, Charter School or Other School District

- 1. Grade Placement. Students who were previously enrolled in a private school (including home school), foreign school, Charter School or other school district who seek enrollment in the Chicago Public Schools are subject to transcript evaluation to determine proper grade placement and also may be evaluated to verify appropriate grade placement. Schools shall consult with the Office of P-12 Management on placement determinations when a transfer student's transcript is incomplete or missing. Further, schools shall follow the Office of Specialized Services' *Procedural Manual* on students with disabilities transferring from other schools outside CPS. Schools shall follow the Office of Language and Cultural Education's guidelines to ensure appropriate grade placement of ELL transfer students based on educational attainment of the child, not English language proficiency.
- 2. Proof of Good Standing. A student suspended or expelled for any reason from any public or private school in Illinois or any other state must complete the entire term of the suspension or expulsion before being admitted into the Chicago Public Schools. Students transferring from another Illinois public school must produce the Illinois State Board of Education "Student Transfer Form" completed by their former school verifying that they are "in good standing" and are not currently being disciplined by a suspension or expulsion. Failure to provide this form will result in the denial of enrollment of the transferring student. The parent or guardian of students transferring from an out-of-state public school or any private school must certify in writing that the student is not currently serving a suspension or expulsion imposed by the school or school district from which the student is transferring. Failure to certify in writing that a student transferring from an out-of state public school is not currently serving a suspension or expulsion will result in the denial of enrollment of the transferring student. Failure to certify in writing that a student transferring from a private school is not currently serving a suspension or expulsion will result in referral to the Chief Education Officer or designee to review the student's suspension or expulsion status.

Transferring students currently expelled from another school may be assigned to an alternative placement if space is available as reviewed by the Chief Executive Officer or designee. Students who have been expelled from a CPS Charter School shall be evaluated on a case-by-case basis for appropriate placement. Students with disabilities who have been expelled by another school district and transfer into the Chicago Public Schools shall be assigned to an alternative placement in order to receive their IEP services.

#### G. Exemption from Providing Documentation

Homeless children or children in the care of the state (Department of Children and Family Services) shall be enrolled if they cannot produce their birth certificates, educational records, medical records, and/or proof of immunizations. Specific requirements regarding documentation waivers for homeless students are found in the CPS Policy and Procedures on Education of Homeless Children and Youth.

#### H. Students Living with Adults Who Are Not Parents or Legal Guardians

Students may not, for the sole purpose of enrolling in a particular school, live with adults who are not their parents or legal guardians. If there is a finding that a child is living with an adult who is not the parent or legal guardian solely for the purpose of attending school in that attendance area, then:

- If the parent or legal guardian lives within the City of Chicago, that child shall be enrolled in the school of the attendance area in which the parent or legal guardian lives, absent extenuating circumstances. If there is a dispute as to what constitutes extenuating circumstances, the parent may seek a review by the appropriate Area Instruction Office.
- 2. If the parent or legal guardian of a CPS student lives outside the City of Chicago in violation of the residency requirement, that child's parent shall be charged tuition as calculated by the Board's Department of Revenue, in accordance with Board Rule 5-12 Non-Resident Pupils Tuition.

## I. Enrollment Options for High Schools That Have a Disproportionately Large Number of Students with Disabilities

Where a school has a 9<sup>th</sup> grade membership of 25% or more students with disabilities, the Office of Specialized Services shall offer other enrollment options to incoming 9<sup>th</sup> graders with disabilities. Such special education enrollment options shall be granted and administered in accordance with the Guidelines issued by the Office of Specialized Services.

#### J. Enrollment of Eighth Graders Into Ninth Grade

Elementary or middle school principals shall ensure that all eighth graders in their schools have been projected via IMPACT to a high school by the end of April or such other date as determined by the Office of P-12 Management. submitted an application for 9<sup>th</sup> grade to the Office of Access and Enrollment by the annual deadline. Students will be projected to their assigned school in the student information system by the end of May or other date as determined by the Office of Access and Enrollment. The projection process is particularly important for students accepted for enrollment at a charter, selective enrollment or magnet high school and for students that communicate a change in residence. Those eighth graders who have not been accepted into a high school by this time shall be projected to their attendance area high school.

# K. Application and Admission to Magnet and Selective Enrollment Schools and Programs

Students seeking to enroll in a Magnet or Selective Enrollment school or program outside of their attendance area must apply in accordance with the Board's Policy on Magnet and Selective Enrollment Schools and Programs and the annual Options for Knowledge Guide issued by the Office of Academic Enhancement.

#### L. Open Enrollment:

Open Enrollment schools are neighborhood schools without a magnet program. Students seeking to enroll in an Open Enrollment school outside of their attendance area must submit an application in accordance with the annual Options for Knowledge Guide issued by the Office of Academic Enhancement Access and Enrollment.

An Open Enrollment application will not be considered if it would lead to overcrowding or cause a school to exceed its enrollment cap or if it would exclude enrollment opportunities for the following:

- a. Students living within the attendance area;
- b. Students identified for controlled enrollment transfers under the CPS Controlled Enrollment Policy;
- c. Students identified for special program placement by the Office of the Chief Executive Officer; or
- d. Students identified for School Choice transfers required by the No Child Left Behind Act as set out in Section II.D.5. of this policy.

Based on the foregoing considerations, the CEO or designee shall notify schools identified as ineligible to receive Open Enrollment students. Schools identified as ineligible may not enroll students who reside outside their school's attendance area without the approval of the Office of Academic Enhancement Access and Enrollment.

For eligible Open Enrollment schools with spaces available after a school year has commenced and after the <u>school</u> has <u>eancelled exhausted</u> any waiting lists, the principal may, in his or her discretion, accept applications to fill available spaces during the then current school year. Copies of all such applications whether accepted or not, shall be forwarded to the Office of <u>Academic Enhancement Access and Enrollment</u>.

#### II. TRANSFER OF STUDENTS

As a general rule, children become students of the school in which they are enrolled ("home school"), and should not be unilaterally transferred or withdrawn by the school principal, unless by procedures pursuant to this or other CPS policies, in particular the withdrawal/removal from enrollment requirements set out in the Board's Comprehensive Policy on Absenteeism and Truancy. In the interest of continuity of educational programming, it shall be the Board's policy to limit transfers of students in the Chicago Public Schools to times in which both the students' and schools' disruptions will be minimized. The following procedures shall apply to student transfers.

#### A. Student Transfer Following a Change in Residence

1. Elementary and Middle School Students

Absent extenuating circumstances, transfers of elementary and middle school students, whose parents/guardians change their place of residence to a new attendance area, shall be made at the end of the school year, provided the distance factor does not adversely influence the students' safety, attendance, and academic progress. Parents who immediately want to transfer their child(ren) to an attendance area school after moving from one attendance area to another shall be allowed to do so. Seventh and Eighth grade students whose parents change their place of residence, however, may remain in the school until graduation if they desire to do so, provided the distance factor does not adversely influence the students' safety, attendance or academic progress.

#### 2. High School Students

Absent students' extenuating circumstances, transfers of <u>tenth</u>, <u>eleventh</u>, <u>and twelfth grade</u> high school students within CPS, whose parents or guardians change their place of residence to a new attendance area, shall be made at the end of the current semester. High school students whose parents change their place of residence, however, may remain in the school until graduation if they desire to do so, provided the distance factor does not adversely influence the students' safety, attendance or academic progress.

Ninth grade transfers must comply with the guidelines located in the Options for Knowledge Guide.

#### 3. Preschool Students

Transfers of students participating in a CPS preschool school program may be made upon parent/guardian request due to a change of residence. All such transfer requests are subject to availability of space.

#### 4. Elementary and High School Students Who Move Outside the City of Chicago

Students must reside within the limits of the City of Chicago to attend a Chicago Public School. Students whose parents or guardians move outside the City of Chicago during the school year may remain at the CPS school they were attending at the time of the move for the balance of the current school year without paying tuition. Thereafter, the student is not longer eligible to attend a Chicago Public School. Students found in violation of the residency requirement are subject to the penalties described in Board Rule 5-12 Non-Resident Pupils – Tuition.

#### B. Transfers Into An Attendance Area School

Students attending a school outside their attendance area who wish to transfer to their attendance area school shall be enrolled as provided in section I.A. of this policy. If the school is a controlled enrollment school, transfer applicants shall be placed on the waiting list and offered enrollment as seats become available as described in the Board's Controlled Enrollment Policy.

#### C. Other Transfers

#### Best Interest of the Child

Transfers from a student's home school shall be granted at the request of a parent or guardian, when the student has been accepted for enrollment at another school. Also, transfers from a student's home school may be granted when it is clearly in the student's best educational interest as determined by the Chief Area Officer ("CAO") Network Chief. Any disputes regarding proposed best interest transfers should be referred to the appropriate Chief Area Officer Network Chief or other designated oversight office for resolution.

#### 2. Students With Disabilities

Transfer restrictions described in this policy do not apply to students with disabilities who require a transfer pursuant to their IEP or 504 Plan. The Office of Specialized Services identifies the school at which a student's IEP or 504 Plan can be implemented and to which the student will be transferred.

#### 3. English Language Learner Students

If a student transfers to a school which does not offer a bilingual education program aligned with the child's English language proficiency, he/she must be given the option to transfer to the nearest school offering such a program. Pending identification and transfer to an appropriate school or, if the child opts to remain in the current school, he/she must be provided the most appropriate bilingual education services possible consistent with his/her bilingual instructional needs.

#### 4. Transfer Following a Finding of False Representation of Address

Any student who has been fraudulently registered in a school as a result of falsification of address may be subject to immediate transfer to the proper attendance area school, after notice and opportunity to respond have been given to the parent or legal guardian or emancipated youth. Any appeals of fraudulent registration decisions shall be made to the appropriate Chief Area Office or other designated oversight office.

#### Transfers Pursuant to the Choice Provisions of the No Child Left Behind Act

School Choice Transfers. Pursuant to the No Child Left Behind Act ("NCLB"). Section 1116 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6317), parents of children attending a CPS school that has been identified for "School Improvement" may apply for a transfer of their children to a non-School Improvement CPS school. Schools are placed in School Improvement status when they do not make Adequate Yearly Progress for two consecutive years. Schools that do make Adequate Yearly Progress may be required to accept students who attend schools with School Improvement status. Each year, upon release by the Illinois State Board of Education of its Adequate Yearly Progress list, CPS will identify those schools in School Improvement and develop a public school choice program ("Choice Program"). The Choice Program may give priority to categories of eligible students. Under the Choice Program, parents of eligible students shall receive notice of eligibility and a Choice Program application. Student placement in schools through the Choice Program is subject to a number of factors including capacity of those non-School Improvement schools. In developing the Choice Program, the Office of Academic Enhancement in collaboration with the Department of School Demographics and other departments shall determine enrollment and capacity at each affected school. Each year, CPS may modify its Choice Program to reflect changes in the number of (i) schools identified for School Improvement, (ii) schools no longer identified for School Improvement; and (iii) other factors including changes in the priority given to categories of eligible students.

The Board authorizes the Chief Executive Officer to the extent practicable, to incorporate a school choice transfer process, as specified in the No Child Left Behind Act (NCLB), within the enrollment process described herein for elementary magnet schools, elementary magnet cluster schools and high school magnet programs.

As part of its Choice Program, CPS shall ensure that it provides transportation assistance to transferring students, to the extent required by NCLB. A student transferring under the Choice Program is entitled to transportation assistance only as long as the school from which he/she transferred remains identified as a School Improvement school. The type of transportation assistance provided may include, but is not limited to, bussing, using public transportation, reimbursing parents for the cost of transportation, or any combination thereof.

b. Persistently Dangerous Transfers. NCLB also mandates that students attending "persistently dangerous schools" as defined by 105 ILCS 5/10-21.3a, or identified on the list maintained in accordance with 105 ILCS 5/2-3.131 shall have the right to transfer to another school within the district consistent with NCLB and its regulations as well as applicable State laws. Further, students who are victims of certain violent crimes as defined by 725 ILCS 120/3(c) shall have the right to transfer to another school if the violent crime occurs on school property during school hours or at a school sponsored event. Such transfer shall be made to another school within the district consistent with NCLB and its regulations as well as applicable State laws.

#### 6 5. Homeless Education Students

School transfers that result from a student's homelessness shall be subject to the CPS Policy and Procedures on Education of Homeless Children and Youth. Under the CPS Homeless Education Policy, no school shall deny or delay transfer of any homeless child or youth who is unable to produce school, medical, residency, or other records. It shall be the duty of the receiving school to immediately enroll the child and then immediately contact the school last attended by the child to obtain the appropriate transfer

documentation including academic, medical and/or other records. Nothing shall prohibit a school from requiring parents or guardians of a homeless child to submit an address or such other contact information as the school may require from parents or guardians of permanently housed children.

#### 76. Transfers Due to School Closings

Nothing in this policy shall prohibit the Board from authorizing the transfer of students due to school closings, school boundary changes, new school openings, overcrowding or other circumstances that the Board deems appropriate.

#### 8 7. Transfers From Other Schools

Students wishing to transfer to a Chicago Public School from a private school, including home school settings, parochial school, charter school or another public school outside the district, shall comply with the enrollment requirements set out in Section I of this Policy.

#### 98. Disciplinary Transfers

Students are subject to transfer for disciplinary reasons to another CPS school. Transfers will be made in accordance with the Board's Student Code of Conduct ("SCC") provisions regarding Disciplinary Reassignment, provided there is available space. Disciplinary Reassignments are listed in the range of disciplinary actions available under the SCC for disciplining students and may be issued either in conjunction with, or as alternative to, suspension for certain infractions of the SCC. Disciplinary Reassignments are reserved only for students who have been determined, pursuant to the SCC, to have engaged in continually disruptive or very serious acts of misconduct. All Disciplinary Reassignments must be approved and facilitated by the CAO Network Chief or their designee. Among the factors which a CAO Network Chief may consider are the safety of the victim involved in the SCC infraction and whether the student subject to transfer would likely cease their disruptive behavior if placed in another setting.

#### 40 9. Administrative Transfers

- Students enrolled in a Board-designated military academy may be subject to an administrative transfer due to non-compliance with the military standards as described in the Military Academy Guidelines.
- b. Students enrolled in a Board-designated dual credit high school may be subject to an administrative transfer due to a student's failure to comply with, or meet the requirements of, the student's school participation agreement.
- c. To the extent required by the Americans with Disabilities Act, in the event a parent or guardian with a disability is unable to access their child's school building, the student may be transferred to the nearest school that meets the parent's accessibility needs, offers the same program and for which the student meets any applicable enrollment criteria. All such transfer requests must be submitted to the Board's ADA Director for consideration.

#### 44 10. Safety Transfers

A student may be transferred to another CPS school if the student's and/or other students' safety and/or well-being are jeopardized by remaining at the home school. All safety transfers must be approved, facilitated and implemented by the CAO Network Chief(s) or their designee(s) in accordance with the safety transfer guidelines issued by the Chief Education Officer or designee.

#### **LEGAL REFERENCES:**

Individuals with Disabilities Education Act, P.L. 108-446, as amended; Corey H. v. Board of Education of the City of Chicago, 92 C 3409; Salazar v. Board of Education 92 CH 5703; McKinney-Vento Homeless Assistance Act P.L. 100-77, as amended; and Sections 5/2-3.13a(a)-(b), 10-20.12, 10-20.12a, 10-22.6(g), 14-1 et seq., 14C-1 et seq., 26-1 et seq., 34-18, 34-18.2, 34-18(7) 34-18.24 and 45-1 et seq. of the Illinois School Code; 325 ILCS 50/5 and 325 ILCS 55/5.

**Approved for Consideration:** 

Janice K. Jackson
Chief Education Officer

**Respectfully Submitted:** 

Forrest Claypool Chief Executive Officer

Approved as to Legal Form:

Ronald L. Marmer General Counsel

# AMEND BOARD REPORT 14-0827-PO1 AMEND BOARD REPORT 11-0824-PO2 ADMISSIONS POLICY FOR MAGNET, SELECTIVE ENROLLMENT AND OTHER OPTIONS FOR KNOWLEDGE SCHOOLS AND PROGRAMS

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board amend the Admissions Policy For Magnet, Selective Enrollment and Other Options For Knowledge Schools and Programs.

**PURPOSE:** The purpose of this policy is to provide a comprehensive framework for enrollment in and the operation of magnet, selective enrollment, charter school participating in the single application model ("Participating Charters") and other Options for Knowledge schools and programs in the Chicago Public Schools ("CPS" or "the District"). Magnet and selective enrollment schools and programs have several goals including: (1) to maintain, to the extent permitted by law, the diversity achieved by the District prior to the termination of the consent decree in the federal lawsuit captioned, *U.S. v. Board of Education of the City of Chicago* (80 C 5124)(N.D. IL); (2) to promote socio-economic ("SES") diversity within schools including, but not limited to, the prevention, reduction and elimination of isolation based upon income levels, parental education levels and other social and economic factors having an established correlation to educational achievement; (3) to provide a unique or specialized curriculum or approach; and (4) to improve achievement for all students participating in a magnet or selective enrollment school or program. This policy is created to ensure equal access and equity in the provision of magnet and selective enrollment schools and programs offered by the District.

HISTORY: On December 16, 2009, the Board adopted a one-year policy which first introduced a SES diversity model and governed applications for 2010-2011 school year enrollments. On November 17, 2010, the Board adopted another one-year policy that governed applications for 2011-2012 school year enrollments. Both one-year policies were subject to public comments and review by a Blue Ribbon Commission appointed by the Chief Executive Officer. In 2011, The Chief Executive Officer ("CEO") and his designees considered public comments and Blue Ribbon Commission recommendations on whether to adopt a general Policy on Admissions to CPS Magnet and Selective Enrollment Schools and Programs in lieu of a limited one-year policy.

#### **POLICY TEXT:**

- I. APPLICABILITY: This policy applies to enrollment in magnet, selective enrollment, <u>participating charter</u> and other Options for Knowledge schools and programs beginning with the admissions process for 2012-2013 2018-2019 school year enrollments.
- II. TYPES OF MAGNET, SELECTIVE ENROLLMENT AND OTHER OPTIONS FOR KNOWLEDGE SCHOOLS AND PROGRAMS: The Chicago Public Schools operates the following types of magnet, selective enrollment and other Options for Knowledge schools and programs, which are collectively referred to in this policy as "magnet and selective enrollment schools and programs":
- 1. <u>Elementary Magnet Schools</u>: Elementary magnet schools offer a curriculum focused on a specific programmatic theme(s). Every student in the school is involved in the magnet theme(s) or focus offered at that school. To be considered for acceptance, students must submit an application in accordance with the Options for Knowledge publication and other related publications issued by the CEO or designee (collectively referred to in this policy as "the Options for Knowledge publication"). CPS uses non-testing admissions procedures for its magnet elementary schools. Generally, magnet schools do not have a neighborhood attendance boundary. For magnet schools with defined attendance areas, the admissions process is similar to the process for elementary magnet cluster schools.
- 2. <u>Elementary Magnet Cluster Schools</u>: A magnet cluster school is an elementary neighborhood school with a defined attendance area. These schools accept all students who live within the boundary; any remaining available seats are filled by students who live outside of the neighborhood attendance

boundary. Magnet cluster schools are designed to enhance educational opportunities for neighborhood students, as well as increase choice for students citywide. Magnet cluster schools offer a curriculum focused on a specific programmatic theme(s). CPS uses non-testing admissions procedures for its magnet cluster schools. To be considered for admissions, students who live outside of the attendance boundary must submit an application in accordance with the Options for Knowledge publication.

- 3. <u>Selective Enrollment Elementary Schools and Programs ("SEES")</u>: SEES provide programs and services that modify, supplement and support the standard education of students identified as gifted and talented, who consistently excel in general intellectual ability or possess aptitude or talent in a specific area. SEES schools consist of Regional Gifted Centers, Classical Schools, Academic Centers and International Gifted Programs, as further described below. CPS uses standardized testing admissions procedures for these schools and programs.
- a. Regional Gifted Centers A Regional Gifted Center is an elementary school or a program within an elementary school that offers a curriculum that is designed to meet the needs of gifted students and is faster in pace, broader in scope, and presents subject matter in greater depth than is possible in most programs. Some of these centers are designed to service the needs of high-ability English Language Learners.
- b. Classical Schools Classical Schools are designed to provide a challenging liberal arts course of instruction for students with high academic potential. The instructional program in these elementary schools is accelerated and highly structured for strong academic achievement in literature, mathematics, language arts, world language and the humanities.
- c. Academic Centers Academic Centers are housed in high schools and offer a program that allows academically advanced students in grades 7-8 the opportunity to access advanced courses, including high school level courses, and move through course material at their own pace.
- d. *International Gifted Programs* International Gifted Programs are designed for intellectually able 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> grade students. The programs include intensive study in English, French, social studies, laboratory science, mathematics, technology, arts, library science and advanced research.
- 4. <u>Selective Enrollment High Schools ("SEHS")</u>: SEHS are designed to meet the needs of the city's most academically advanced high school students. A selective enrollment high school does not have an attendance area. CPS uses criteria that include standardized testing for admission to these schools.
- 5. <u>Magnet High Schools and Programs</u>: Generally, magnet high schools do not have a neighborhood attendance boundary. Magnet high schools offer a curriculum focused on one or more specific programmatic themes. CPS uses non-testing admissions procedures for its magnet high schools; however, a threshold stanine is generally required for eligibility. High school magnet programs also are located in neighborhood high schools in order to enhance educational opportunities for neighborhood students, as well as increase choice for students citywide. The schools accept students who live within their attendance boundaries. Students who live outside of the neighborhood attendance boundary must submit an application; students are selected in accordance with the procedures described in the annual Options for Knowledge publication.
- 6. <u>International Baccalaureate Programs in Neighborhood High Schools ("High School IB Programs")</u>: The High School IB Program is a pre-university program for academically advanced in grades 11 and 12. Located in neighborhood schools, these programs are designed to enhance educational opportunities for neighborhood students, as well as increase choice for students citywide. Students (both neighborhood students and citywide students) must apply for enrollment in a High School IB Program prior to entering high school; students are selected in accordance with the procedures described in this policy and the annual Options for Knowledge publication.
- 7. Other Options For Knowledge Schools and Programs: Other Options for Knowledge schools and programs include but are not limited to Military Academies, High Schools with College and Career Academy programs, Open Enrollment schools, Charter Schools participating in the Single Application model and any other school or program specified by the CEO or designee in the annual Options for Knowledge publication.

III. CONSIDERATION OF SOCIO-ECONOMIC FACTORS IN THE SELECTION PROCESS: The District's magnet and selective enrollment admissions processes consider socio-economic status ("SES") factors that relate to the census tract in which an applicant resides at the time of application. Parents/guardians are responsible for providing a true and correct address on all applications and updating their current address with the Chicago Public Schools on a timely basis. The application address will update a student's address with the system of record (IMPACT). CPS utilizes data in the following six areas to calculate SES scores and designate an SES tier for each census tract: (1) median family income, (2) adult educational attainment, (3) the percentage of single-parent households, (4) the percentage of home ownership, (5) the percentage of the population that speaks a language other than English; and (6) a school performance variable. Results from these six SES factors will be combined to create a composite census tract score for each census tract in Chicago.

The first five SES factors are derived from data gleaned from the U.S. Census Bureau and other updated sources of reliable and relevant information. Although the U.S. Census is administered every 10 years, current estimates of data tracked by the census are made available through updates published by the U.S. Census Bureau and through reliable commercial demographic marketing firms that use a variety of supplemental data sources. These data are widely used in retail, health care, telecommunications, real estate, and economic development industries, among others. The sixth factor, the school performance variable, is calculated annually from ISAT the District-wide Assessment (DWA) scores for attendance area schools in each census tract. The SES tier assignment for each census tract is published on the Office of Academic Enhancement's website at www.cpsoae.org.

- IV. MAGNET SCHOOLS AND PROGRAMS SELECTION PROCESS: Magnet schools and programs use the computerized lottery selection process described below.
- Elementary Magnet School Lottery Selections Entry Level:
- a. Siblings All sibling applicants shall be offered seats to the extent space is available. Lotteries will be conducted as necessary if the number of sibling applicants is greater than the number of available seats, and a designated sibling wait list shall be established if there are more sibling applicants than available space. To be eligible, the enrolled sibling and the applicant sibling must reside in the same household and must be attending the same school at the same time for at least one school year. For the purposes of this policy, the term sibling means natural siblings, step siblings, foster siblings and adopted siblings, as evidenced by documentation required by the CEO or designee. A sibling of a student who will be graduated, or who is scheduled to transfer to another school, prior to the enrollment of the sibling who is applying for admission, shall not be eligible for this priority.
- b. Proximity Lottery After placing siblings as described above, 40% of the remaining seats will be allocated to the proximity lottery and the balance to the citywide SES lottery. Proximity determinations will be made by the CEO or designee through a geocoding-based proximity analysis conducted prior to the lottery. All applicants will be placed into the proximity or citywide lotteries based on the application address.

If the number of proximity applicants is less than the number of seats allocated for the proximity application process, those applicants will be given offers and the remaining seats will be filled through the citywide SES lottery.

Where there are more proximity applicants than available seats, computerized lotteries may be run for applicants residing within a 1.5 mile proximity radius of the elementary magnet school and a 2.5 mile proximity radius of the magnet high school. The proximity radius is determined by a straight line method that does not consider driving distances. A sufficient number of offers will be made in lottery order to fill the seats allocated to the proximity selection process. The remaining proximity applicants will be placed on a proximity wait list.

In an effort to ensure ongoing diversity in these programs, if more than 50 percent of the entire student body, according to the current 20<sup>th</sup> day file, is comprised of students within the proximity and if more than 50 percent of the student body is any one racial or ethnic group, no proximity lottery will be held for that school. Where both conditions are met, all applicants, including those living in the proximity area, will be placed into the citywide SES lottery.

- c. Citywide SES Lottery Offers for the seats allocated to the citywide SES lottery process will be made using the four SES tiers described in Section III. above. Applicants for the citywide SES lottery process will be placed into the four SES tiers based on the applicant's address noted on the application. Lotteries will be conducted within each of the four SES tiers and applicants will be ranked in lottery order within each tier. If there are insufficient applicants within a tier to fill the allocated number of seats in that particular SES tier, the unfilled seats will be divided evenly and redistributed across the remaining tier(s) as the process continues. A sufficient number of offers will be made in lottery order for each SES tier to fill the seats allocated to this lottery process. The remaining applicants will be placed on an applicant wait list by SES tier.
- d. School Staff Preference Lottery At all non-selective enrollment schools, two seats will be allocated at the entry level grade for children of teachers of staff currently employed at that school. If there are more than two children who qualify and apply for these seats, a lottery will be held and students will be ranked in lottery order. For the purposed of this policy, the term children means natural children, step children, foster children and adopted children, as evidenced by documentation required by the CEO or designee. If there are no students who qualify or who apply under this lottery, seats will be reallocated. If there are minimum criteria for a school, a student must meet eligibility requirements in order to qualify for school staff priority admission.
- 2. <u>Elementary Magnet School Lottery Selections Non-Entry Level</u>: Applications to transfer to an elementary magnet school or program at a higher grade level, and requests to transfer to a magnet school or program during the school year at any grade level shall be handled through the following procedure: Available seats will first be offered to siblings of currently enrolled students (with a lottery conducted if there are more sibling applicants than seats). The remaining seats will be filled through a citywide lottery. Requests to transfer into an entry-level grade after the commencement of the school year shall be handled in accordance with the wait list requirements set out in section IV.5. herein.
- 3. <u>Selections for Elementary Magnet Cluster Schools and Elementary Magnet Schools with Attendance Boundaries</u>: For students who reside outside the attendance area of a magnet cluster school or magnet school with an attendance boundary, applications for entry-level and non-entry level grades must be submitted in accordance with the Options for Knowledge publication. After enrolling all attendance area students, available seats will first be offered to sibling applicants of currently enrolled students (with a lottery conducted if there are more sibling applicants than seats). The remaining seats will be filled through a citywide general lottery that does not apply SES tier factors. For schools with an entry level grade of pre-kindergarten, applications are required for all students who wish to enroll in pre-kindergarten regardless of whether the student lives within the school's attendance boundary. <u>School Staff Lottery Preference also will be given at these schools</u>.
- 4. <u>Selections for Magnet High Schools and Programs</u>: All applicants are subject to threshold academic criteria in order to apply as specified in the Options for Knowledge publication. Where there are more qualified applicants than available seats, students are selected through the computerized sibling selection, proximity lottery and SES lottery processes outlined in section IV.1.a., IV.1.b. and IV.1.c. above. For magnet high schools and high school magnet programs with academic requirements, sibling and school staff preference applicants must meet eligibility requirements in order to qualify for sibling or school staff preference priority admission.

Notwithstanding the foregoing, if a high school magnet program is a performance-based program (such as a performing or arts program at a neighborhood school), after identifying students meeting threshold academic criteria, a combination of academic and audition/portfolio-based criteria will be used to select students as specified in the annual Options for Knowledge publication. Applicants are ranked through a computerized process based on this combination of criteria with student selections made based on rank order.

Applications to transfer to a magnet high school or program at a non-entry level shall be reviewed and approved by the CEO or designee.

5. <u>Wait Lists</u>: Wait lists shall be annually established by the CEO or designee for enrollment at a magnet school or program based on the ranking of applicants through the lottery process for applicants at

all grade levels. The established wait lists will remain in effect until the end of the school year in which the wait list applies. Any school wishing to make offers to applicants identified on the wait lists must contact the parent/guardian of those applicants in wait list order and record how and when they attempted contact and if the parent/guardian responded. Schools are required to use IMPACT to track whether students have accepted or declined, in accordance with the CEO's or designee's procedures. No applicants may be given offers for seats in a magnet school or program unless those applicants appear on the wait list established by the CEO or designee for that school and grade. Schools that have exhausted their wait list(s) may accept additional applications, but all applications must be approved by the CEO or designee to authorize enrollment. Audits will be conducted periodically to ensure compliance with all wait list procedures.

For both entry- and non-entry-level seats, where a school is maintaining a wait list for sibling applicants, the sibling wait list must be exhausted first. Where a school does not have a sibling wait list but maintains proximity and general wait lists, the school shall alternate between the proximity and general wait lists when enrolling students in accordance with the procedures established by the CEO or designee

- 6. <u>NCLB School Choice</u>: Notwithstanding the foregoing, the CEO or designee may set aside a prescribed number of seats at magnet schools and magnet cluster schools that qualify as NCLB School Choice receiving schools to conduct Choice lotteries for qualifying students.
- 7 6. <u>Principal Discretion</u>: This policy does not authorize principals of magnet schools and programs to exercise principal discretion in the student selection process.
- V. SELECTIVE ENROLLMENT SCHOOLS AND PROGRAMS SELECTION PROCESS: Students are selected for Regional Gifted Centers, Classical Schools, Academic Centers, International Gifted Programs and Selective Enrollment High Schools and High School IB Programs through academically-based criteria and a computerized selection process, as described below. The goal of the selective enrollment selection process is to offer a student the optimum match of school/program choice as indicated on the student's application based on the student's composite score and, for SES-based selections, the student's census tier.
- 1. <u>Selection for Regional Gifted Centers, Classical Schools, Academic Centers, International Gifted Programs and Selective Enrollment High Schools Entry Level</u>: Applicants who attain final scores above the cutoff score established by the CEO or designee will be selected through a system that affords applicants two opportunities to be chosen for enrollment at each of their preferred selective enrollment schools or programs. Applicants to each selective enrollment school or program are first ranked based solely on their composite score results from applicable testing and/or academic criteria. Next, all applicants to the particular school or program are again ranked by their assigned SES tier based on the composite score results from applicable testing and/or academic criteria.

A total of 30% of the available seats shall be filled in rank order from the testing/academic criteria-only list. The remainder of available seats shall be filled in rank order from the lists that rank applicants by each of the four SES tiers, with an even number of students selected from each of the four SES tier rank lists. If there are insufficient qualifying applicants within an SES tier to fill the allocated number of seats in that particular tier, the unfilled seats will be divided evenly and redistributed across the remaining tier(s) as the process continues.

An applicant will be considered in both the score-only rank list and the SES tier rank list for each school identified on the student's application in the student's order of preference until the student is selected by a school or until the student's school preference list is exhausted. Applicants are selected in rank order from each list in such a way that when a student is selected from the score-only list, his/her name will not be processed on the SES tier rank list for that school. Under this single offer model, only one offer is permitted per round of admissions. Once a student accepts an offer for a school or program, he/she will not be considered for any other schools and programs identified on the student's application in future rounds of admission. There is no guarantee that more than one round of admission will be necessary.

There shall be no transfer opportunities into an entry level grade at a Regional Gifted Centers, Classical Schools, Academic Centers, International Gifted Programs, or SEHS after the commencement of the first day of the school year, except as authorized under the Options for Knowledge publication.

- 2. <u>Selection for Regional Gifted Centers, Classical Schools, Academic Centers, International Gifted Programs and Selective Enrollment High Schools Non-Entry Level:</u> Applications to enroll in a selective enrollment elementary school or program (SEES) at a grade level other than an entry-level grade are subject to review and approval by the CEO or designee. All such transferring students must satisfy all application and testing requirements and shall be considered in accordance with the Options for Knowledge publication. Applications to enroll in a selective enrollment high school or program at a grade level other than the entry-level grade are subject to review and approval by the CEO or designee.
- 3. <u>Selection for High School IB Program</u>: Students (both neighborhood students and citywide students) must apply for enrollment in a High School IB Program prior to entering high school. To support the continuum of International Baccalaureate (IB) programming between partnering elementary schools and high schools offering an IB program, applicants from partnering schools are given preference in the selection process. Applicants from a high school's partner IB elementary schools shall be offered seats to the extent that space is available. For remaining seats, applicants who satisfy threshold academic criteria are evaluated based on a combination of academic and interview criteria, with students receiving additional points if they reside within the school's attendance boundary. Applicants are ranked through a computerized process based on this combination of criteria with student selections made based on rank order.

Applications to enroll in a High School IB Program at a grade level other than the entry level grade are subject to review and approval by the CEO or designee.

- 4-3. <u>Set Asides</u>: In consultation with the Office of Special Education and Supports, certain selective enrollment schools and programs may also be subject to additional set-aside requirements for the placement of students with disabilities, as may be required by law. Additionally, the CEO or designee is authorized to incorporate set-asides for a NCLB choice process in the SEHS selection process.
- 5 <u>4</u>. <u>Siblings</u>: There is no priority admission of siblings to Regional Gifted Centers, Classical Schools, Academic Centers, International Gifted Programs and Selective Enrollment High Schools or High School IB Programs.
- 6 <u>5</u>. <u>Principal Discretion</u>: Principals' discretionary admissions shall be allowed in SEHS only. Annually the CEO or designee shall identify the requisite number of principal discretion seats available at each SEHS. All SEHS principal discretion admissions shall be conducted in strict compliance with the CEO's SEHS principal discretion guidelines. This policy does not authorize principals of SEES or High School IB Programs to exercise principal discretion in the student selection process.
- VI. OTHER OPTIONS FOR KNOWLEDGE SCHOOLS AND PROGRAMS SELECTION PROCESS: Students are selected based on the criteria and process identified for each school or program in the Options for Knowledge publication.
- **VII. APPLICATIONS:** Students seeking admission to an elementary magnet or selective enrollment school or program or other Options for Knowledge school or program shall submit applications in accordance with the requirements and deadlines specified in the Options for Knowledge publication. Students seeking admission to ninth grade seats will participate in a single application process that will include all district run schools and all participating charter schools and programs.

Students seeking admission to non-selective enrollment schools or programs for ninth grade shall submit an application in accordance with the requirements and deadline specified by the Office of Access and Enrollment. Applicants will receive a single non-selective enrollment offer based on their choices and qualifications.

Students seeking admission to selective enrollment ninth grade seats shall also submit an application in accordance with the requirements and deadline specified by the Office of Access and Enrollment.

Applicants will receive a single selective enrollment offer based on their choices and qualifications. Under the single offer model, only one offer is permitted per round of admissions. Once a student accepts an offer for a school or program, he/she will not be considered for any other schools and programs identified on the student's application in future rounds of admission. There is no guarantee the more than one round of admission will be necessary.

Students will receive a maximum of two offers if they qualify for both a non-selective and selective enrollment seat.

- 1. <u>Existing Students</u>: Students cannot automatically transfer from one magnet or selective enrollment school or program into another. If a student who is enrolled in a magnet or selective enrollment school or program is interested in attending another magnet or selective enrollment school or program, the student must apply through the standard application procedures set out in this policy. Once a student transfers out of a magnet or selective enrollment school or program, if he/she wishes to return to that school or program, he/she must reapply for admission to that school or program through the standard application procedures.
- 2. <u>Applications for Twins or Multiples</u>: For applications for a magnet school magnet cluster school or magnet program (except performance-based magnet programs), parents/guardians of twins, triplets and other higher order multiple births have the option to link their applications together. This link connects the applicants together, ensuring the twins/multiples are treated as a unit in the lottery. This ensures that they will either gain placement together, or be next to each other on the waitlist. Parents/guardians of twins/multiples also have the option to not link their applications, in which case each child will be independently processed in the lottery without connection to their twin or multiple sibling(s). This policy adopts the traditional meaning of twins and multiples, meaning siblings produced in the same pregnancy. For purposes of this policy, the terms twins and multiples do not include siblings adopted during the same year, adopted siblings born during the same 12-month period, biological siblings born from different pregnancies during the same 12-month period, or any other circumstance in which siblings are close in age but who were not produced in the same pregnancy.
- 3. <u>Affirmation</u>: All applications submitted under this policy must include a signed statement in which the parent or guardian affirms that the information contained in the application is true and correct. In the event that the District discovers that an applicant submitted false information including, but not necessarily limited to, information regarding the applicant's residence or sibling status, the applicant shall be subject to immediate removal from the magnet or selective enrollment school or program to which admission was gained based on false information from the magnet or selective enrollment school or program. The CEO or designee shall establish a process to evaluate alleged fraud and make final determinations regarding student removal.
- 4. <u>Residency Requirement</u>: Enrollment in any CPS magnet or selective enrollment school or programs is limited to "residents" of the City of Chicago, as further described in the Board's Enrollment and Transfer Policy. A student is not required to reside in the City of Chicago in order to apply to these schools or programs; however, in order to enroll, the student must reside within the City limits no later than the July 1<sup>st</sup> immediately prior to the start of the school year that the student seeks enrollment. The Options for Knowledge publication may address procedures for compliance with the proof of residency requirement.
- 5. <u>Second Application Processes</u>: In the spring of each year, a second application process will be offered for magnet schools and magnet cluster schools that still have space available following the regular application process in the fall. The "End-of-Year Citywide Options Program" shall be conducted in accordance with application procedures published by the CEO or designee. Parents will be notified of application status in accordance with the procedures established for these programs by the CEO or designee.
- 6. <u>Application Appeals</u>: The CEO or designee is authorized to establish an appeals process for disputes regarding applications to a magnet, selective enrollment or other Options for Knowledge school or program.

- VIII. NCLB TRANSFERS: The Board authorizes the CEO to the extent practicable, to incorporate a school choice transfer process, as specified in the No Child Left Behind Act (NCLB), within the enrollment process described herein for SEHS, elementary magnet schools, elementary magnet cluster schools and high school magnet programs. Under the NCLB Transfer program, transferring students receive transportation assistance to the extent required by NCLB and in accordance with CPS guidelines.
- IX VIII. STUDENTS WITH DISABILITIES: Magnet and selective enrollment schools and programs shall strive to meet the minimum enrollment targets of students with disabilities established by the Corey H. court monitor. If a school is below the minimum enrollment target, the school and the Office of Special Education and Supports (OSES) Diverse Learner Supports and Services shall determine whether the placement of a program for students with low incidence disabilities is appropriate to assist the school in meeting the minimum enrollment target. In cases where the IEP of students with physical impairments requires that the children attend school in an accessible building and a magnet school constitutes the closest accessible building that can implement the IEP, such admissions decisions shall be made independent of the aforementioned process by the CEO or designee.
- X IX. CONTINUATION OF ENROLLMENT: Absent extenuating circumstances that may affect the best interest of the student, once a student is admitted to a magnet or selective enrollment school or program, the student may remain enrolled in that school or program until the student reaches the highest grade level offered by that school; provided that remaining in the school does not adversely affect the student's social, emotional, and/or academic well-being. This right shall not be affected by changes that might be made regarding transportation guidelines pertaining to these schools. All students enrolled in a magnet or selective enrollment school or program are further subject to the transfer provisions identified in the Board's Enrollment and Transfer Policy.

# XI X. TRANSPORTATION:

- 1. Application to and acceptance in any magnet school or program or SEES shall be made without regard to whether a student is eligible for transportation services. Hence, a student may apply and be accepted to a magnet school or program or SEES regardless of whether the student would be entitled to receive transportation.
- 2. CPS provides transportation services during the regular school day to students attending its magnet schools and programs in accordance with applicable federal and state laws, any board reports related to specific schools and the following requirements. Subject to the availability of funding, the following transportation services will be provided:
- a. Transportation service is provided to those students attending an elementary magnet school who live more than 1.5 miles and less than 6.0 miles from the school in which they are enrolled.
- b. Transportation service is provided to those students attending a Regional Gifted Center who live more than 1.5 miles from the school in which they are enrolled (with the exception of Carnegie, Coonley and South Loop, which provide transportation as described in the Options for Knowledge publication).
- c. Transportation service is provided to 7<sup>th</sup> and 8<sup>th</sup> grade students attending Academic Centers who live more than 1.5 miles from the school in which they are enrolled, in accordance with the procedures established for Academic Centers described in the Options for Knowledge publication.
- d. Transportation service is provided to 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> grade students attending International Gifted Programs, who live more than 1.5 miles from the school in which they are enrolled, in accordance with the procedures established for International Gifted Programs described in the Options for Knowledge publication.
- e. Transportation is provided to students attending any Classical Schools who live more than 1.5 miles from the school in which they are enrolled and who reside within the transportation ranges described in the Options for Knowledge publication.

- The provisions of this policy will not act to limit the entitlement of any student who receives transportation services as a result of IEP accommodations, homelessness, NCLB School Choice or any other program that provides transportation services.
- Transportation services are not provided to any student residing less than 1.5 miles from the school they are attending, unless a safety hazard exists within the minimum transportation distance. Parents requesting transportation within the 1.5 mile area must complete the "Request for Exception Application for Determination of Serious Safety Hazard" form and return it to the school principal. The request must be approved by the respective Chief of Schools Network Chief with any appeals going to the CEO or designee.
- Transportation services are not provided to students in the 9th through 12th grades attending any magnet high school, any selective enrollment high school or program, or any magnet program at the high school level.
- 6. The Chief Executive Officer may authorize adjustments to the transportation services set out in this policy as s/he deems necessary to best serve the needs of a particular magnet school or program or SEES. The Chief Executive Officer shall submit a quarterly report to the Board on any adjustments to transportation services authorized during the previous quarter.
- XII XI. ACCOUNTABILITY STANDARDS AND PROGRAM STATUS: The CEO or designee is authorized to make annual evaluations regarding program status and continuation of resources, based on program compliance and fidelity, utilization rates and other factors. Further, at the end of each school year, the CEO may make determinations regarding the continuation or adjustment of any of the District's magnet and/or selective enrollment schools and programs. Any change that would eliminate a school's magnet or selective enrollment status is subject to Board approval. Any change that does not result in a change in status for the school is subject to approval by the CEO.
- XIII XII. AUTHORIZATION TO ISSUE PROCEDURES AND GUIDELINES: The CEO or designee is authorized to establish application and selection procedures and requirements as necessary to effectively administer applications for enrollment in magnet and selective enrollment schools and programs and will publish these procedures and rules in the annual Options for Knowledge publication. The CEO may also issue revised or updated procedures, rules and guidelines as necessary for the effective implementation of the requirements of this policy. The CEO or designee is further authorized to formulate and issue SEHS principal discretion guidelines as specified in this Policy and issue revisions or updates to these guidelines as necessary for the effective implementation of the requirements of this policy.

XIV XIII. ENFORCEMENT: Violations of this policy or any guidelines, manuals or procedures issued pursuant to or in relation to this policy are prohibited. Employees of the Board who commit such violations will be subjected to severe penalties, up to and including termination. Students who are enrolled in violation of this policy will be subject to removal from that magnet or selective school or program.

Approved for Consideration:

Jahice K. Jackson Chief Education Officer Forrest Claypool

Respectfully submitted:

Chief Executive Officer

Approved as to Legal Form:

General Counsel

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# **Board of Education**

City of Chicago

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

Susan J. Narrajos ASSISTANT SECRETARY

17-0426-CO1

April 26, 2017

**COMMUNICATION RE: LOCATION OF BOARD MEETING OF MAY 24, 2017** 

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

This is to advise that the Regular Meeting of the Board of Education scheduled for Wednesday, May 24, 2017 will be held at:

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

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

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

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

Online:

www.cpsboe.org (recommended)

Phone:

(773) 553-1600

In Person: 1 North Dearborn, Suite 950

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

Sincerely,

Estela G. Beltran

Estela G. Beltres

Secretary

# TRANSFER OF FUNDS Various Units and Objects

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

# 1. Transfer from Facility Opers & Maint - City Wide to Richard Edwards School

#### 20170161805

Rationale: max. 4747588

suck grease pit, rod & jet line, then camera main sanitary line

#### Transfer From:

11880 Facility Opers & Maint - City Wide 230 Public Building Commission O & M 56105 Services - Repair Contracts 0&M Southwest

254034 O&M Southwe 000000 Default Value

Amount: \$1,000

#### Transfer To:

23081 Richard Edwards School

230 Public Building Commission O & M 56105 Services - Repair Contracts

56105 Services - Repair ( 254034 O&M Southwest

000000 Default Value

#### 2. Transfer from Teaching and Learning Office to Richard T. Crane (RTC) Medical Preparatory High School

#### 20170164095

Rationale: Hosting funds for MS Debate Tournament

#### Transfer From:

10810 Teaching and Learning Office

115 General Education Fund 57940 Miscellaneous Charges 150009 Debate - Middle School

000000 Default Value

Amount: \$1,000

#### Transfer To:

46641 Richard T. Crane (RTC) Medical Preparatory High

School

115 General Education Fund 57705 Services - Space Rental 150009 Debate - Middle School 000901 Other Gen Ed Funded Programs

# 3. Transfer from Facility Opers & Maint - City Wide to John W Cook Elementary School

#### 20170164297

Rationale: Maximo w.o.#cps-4747336. Contractor to provide a complete diagnostics to the main exit line of the storm basin network, pumping of standing water, hydro jetter and power rod with cutters for main. 4 hrs of labor.

# Transfer From:

11880 Facility Opers & Maint - City Wide 230 Public Building Commission O & M 56105 Services - Repair Contracts 0&M Far South

254035 O&M Far South 000000 Default Value Transfer To:

22801 John W Cook Elementary School 230 Public Building Commission O & M 56105 Services - Repair Contracts

254035 O&M Far South 000000 Default Value

Amount: \$1,000

# 17-0426-EX1

#### 4. Transfer from LSC Relations to John H Vanderpoel Magnet School

#### 20170165490

Rationale: Cassius Winters Palacio Innovation Legacy Project

Transfer From:Transfer To:10910LSC Relations29311John H Vanderpoel Magnet School115General Education Fund115General Education Fund54125Services - Professional/Administrative53405Commodities - Supplies

230010 Administrative Support 119035 Other Instruction Purposes - Miscellaneous

000000 Default Value 000000 Default Value

Amount: \$1,000

#### 5. Transfer from Early Childhood Development - City Wide to Nathan S Davis School & Annex

#### 20170166046

Rationale: Budget transfer to cover funds needed for student transportation.

Transfer From: Transfer To: 11385 Early Childhood Development - City Wide 22891 Nathan S Davis School & Annex Early Childhood Development Early Childhood Development 362 362 53405 Commodities - Supplies 54210 Pupil Transportation 111048 Early Childhood 3-4 119027 Prek Instruction Headstart-Child Development Headstart-Child Development 510224 510224

Amount: \$1,000

# 6. Transfer from Early Childhood Development - City Wide to Beasley Academic Center Magnet

#### 20170166049

Rationale: Budget transfer to cover funds needed for student transportation.

Transfer F	From:	Transfer 1	Го:
11385	Early Childhood Development - City Wide	29321	Beasley Academic Center Magnet
362	Early Childhood Development	362	Early Childhood Development
53405	Commodities - Supplies	54210	Pupil Transportation
119027	Prek Instruction	119027	Prek Instruction
376641	State Preschool For All Age 3-5 Extended Supports	376641	State Preschool For All Age 3-5 Extended Supports

Amount: \$1,000

# 7. Transfer from Early Childhood Development - City Wide to Richard Edwards School

#### 20170166052

Rationale: Budget transfer to cover funds needed for student transportation.

Transfer I	From:	Transfer 7	Го:
11385	Early Childhood Development - City Wide	23081	Richard Edwards School
362	Early Childhood Development	362	Early Childhood Development
53405	Commodities - Supplies	54210	Pupil Transportation
111048	Early Childhood 3-4	119027	Prek Instruction
510224	Headstart-Child Development	510224	Headstart-Child Development

Amount: \$1,000

# 2240. Transfer from Capital/Operations - City Wide to University of Chicago Charter School - Donoghue Campus

# 20170166470

Rationale: Funds Transfer From Award# 2017-486-00-02 To Project# 2017-66321-MCR; Change Reason: NA

Transfer F	rom:	Transter	10:
12150	Capital/Operations - City Wide	66321	University of Chicago Charter School - Donoghue
			Campus
486	CIT Bond Proceeds	486	CIT Bond Proceeds
56310	Capitalized Construction	56310	Capitalized Construction
251392	Repairs & Improvements	253508	Renovations
000000	Default Value	000000	Default Value

Amount: \$4,031,025

# 2241. Transfer from Oriole Park School to Capital/Operations - City Wide

#### 20170164769

Rationale: Funds Transfer From Project# 2014-24771-ANX To Award# 2014-484-00-13; Change Reason: NA

Transfer F	rom:	Transfer 3	Го: -
24771	Oriole Park School	12150	Capital/Operations - City Wide
484	CIP Series 2013BC	484	CIP Series 2013BC
56310	Capitalized Construction	56310	Capitalized Construction
009531	Additions	. 253519	Additions
000000	Default Value	. 000000	Default Value

Amount: \$4,040,295

# 2242. <u>Transfer from Capital/Operations - City Wide to Charles Gates Dawes School</u>

#### 20170166471

Rationale: Funds Transfer From Award# 2017-486-00-10 To Project# 2017-22901-TUS; Change Reason: NA

Transfer I	From:		Transfer 7	Го:	
12150	Capital/Operations - City Wide	_	22901	Charles Gates Dawes School	
486	CIT Bond Proceeds		486	CIT Bond Proceeds	
56310	Capitalized Construction		56310	Capitalized Construction	
009531	Additions		253520	Temporary Unit	
000000	Default Value	•	000000	Default Value	

Amount: \$5,266,798

# 2243. Transfer from Capital/Operations - City Wide to Jose De Diego Community Academy

#### 20170161666

Rationale: Funds Transfer From Award# 2017-486-00-02 To Project# 2017-31261-WIN; Change Reason: NA

Jose De Diego Community Academy

CIT Bond Proceeds

Renovations

Default Value

Capitalized Construction

31261

56310

253508

000000

486

Transfer From:

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

000000 Default Value

pairs & Improvements ault Value

Amount: \$5,746,740

Respectfully submitted:

Forrest Claypool
Chief Executive Office

Approved as to legal form:

Ronald L. Marmer General Counsel

# ADOPT ACADEMIC CALENDAR FOR 2017-18 SCHOOL YEAR

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

Adopt the academic school year calendar for elementary and high schools for the year 2017-2018.

**DESCRIPTION:** The calendar indicates holidays, teacher institute days, school improvement days, professional development days, and days when schools are closed for extended periods of time.

The effect of this action would be to establish a school year.

The 2017-2018 calendar includes 178 student attendance days, 4 Teacher Institute days, 4 School Improvement days, 2 Parent-Teacher Conference Days (Report Card Pickup Days) and 2 Professional Development days.

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

FINANCIAL: None.

GENERAL CONDITIONS: Not applicable.

Approved for Consideration:

LaTanya McDade

Chief Officer of Teaching and Learning

Approved:

Forrest Claypool

Chief Executive Officer

Approved as to legal form:

Ronald L. Marmer

General Counsel



2017-2018 CPS CALENDAR ELEMENTARY AND HIGH SCHOOLS

Forrest Claypool Chief Executive Officer

AUGUST				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23▲	24	25
28*	29+	30+	31+	

		NOVEMB	ER	
		1	2Q	3#
6	7	8	9	10
13	14	15ESPT	16HSPT	17
20	21	22**	23*	24*
27	28	29	30	

	F	EBRUAR	Y	
			1Q	2#
5	6	7	8	9
12	13	14	15	16
19*	20	21	22	23
26	27	28		

MAY				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28*	29	30	31	

		EPTEMB	ER	
				1+
4*	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

	E	ЕСЕМВІ	ER	
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Q End of Quarter

+ Teacher Institute Days# School Improvement Days

\* Holiday

Day of non-attendance for students Anticipated Window for Summer Programs

( ) Schools closed-- no salary paid

// Schools closed—salary paid except as provided by budgetary action

HSPT High School Parent-Teacher Conference Day (Report card pickup)

SPT Elementary Parent-Teacher Conference Day (Report card pickup)

- e . Emergency day-school in session if student days fall below state requirement
- ♦ Each school is provided 2 professional development days
- ▲ School clerks begin working on Wednesday, August 23, 2017

\*HOLIDAYS

September 4

Labor Day

January 15

M. L. King Day

October 9 November 23, 24 Columbus Day Thanksgiving Holiday February 19 May 28 President's Day Memorial Day

Please note: December 25 and January 1 are holidays for the district offices. \*\*November 22 is a paid holiday for bargaining unit school-based staff for FY18 only.

#### NOTES:

• SCHOOL CALENDAR — School clerks begin on August 23, 2017. Teachers and Chicago Teacher's Union (CTU) — represented Paraprofessionals and School-Related Personnel (PSRPs) begin on August 28, 2017.

Other school-based employees begin between August 28, 2017 and September 5, 2017.

Students begin classes on Tuesday, September 5, 2017 and end on Monday, June 18, 2018. Both days are full days of school for students.

QUARTERS— Each quarter ends on the following day:

Q1 ends November 2, 2017

Q3 ends April 12, 2018

O2 ends February 1, 2018

Q4 ends June 18, 2018

PROGRESS REPORT DISTRIBUTION DAYS— Schools will distribute progress reports on the following dates:

Q1 on October 6, 2017

Q3 on March 9, 2018

Q2 on January 8, 2018 Q4 on May 18, 2018

PARENT-TEACHER CONFERENCE DAYS— Parents are asked to pickup report cards and conference with teachers after the first and third quarters. Parent-Teacher

conference days are non-attendance days for students. Elementary and high schools are expected to run a Parent-Teacher Conference Day:

<u>Elementary</u> Q1 on Wednesday, November 15, 2017 High School
Q1 on Thursday, November 16, 2017

Q3 on Wednesday, November 13,

Q1 on Thursday, November 16, 20 Q3 on Thursday, April 19, 2018

• REPORT CARD DISTRIBUTION DAYS— Please note that report cards for the second and fourth quarters will be sent home:

Q2 on February 9, 2018

Q4 on June 18, 2018

• 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 for August 29-31, 2017; September 1, 2017 is teacher-directed. August 29, 2017 may be used flexibly across the year.

Days include: August 29, 2017; August 30, 2017; August 31, 2017 and September 1, 2017.

• SCHOOL IMPROVEMENT DAYS—School Improvement Days are non-attendance days for students and are for teachers and staff to review student data, plan instruction, and engage in development aligned to school priorities. They are principal-directed, except April 13, 2018 and June 19, 2018, which are teacher-directed.

Days include: November 3, 2017; February 2, 2018; April 13, 2018 and June 19, 2018.

- PROFESSIONAL DEVELOPMENT DAYS— Each school is provided 2 Professional Development Days: August 28, 2017 and June 20, 2018. Professional development days may be used flexibly across the year. They are principal directed.
- VACATIONS—Schools are closed for the following breaks:

Winter vacation— Schools are closed from December 25, 2017 to January 5, 2018.

Spring vacation - Schools are closed from March 26, 2018 to March 30, 2018.

- GRADUATION DATES— High school graduation ceremonies cannot be held prior to June 9, 2018. Elementary graduations ceremonies cannot be held prior to June 14, 2018.
- ANTICIPATED SUMMER PROGRAMS— Anticipated Summer Programs include Summer Bridge, Bilingual Bridge, English Language Summer Support, Extended School Year, Summer Acceleration and High School Summer Credit Recovery.

# DEBARMENT OF PLAYER SPORTS AND ANTHONY CHRONIS

# THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING RECOMMENDATION:

That the Board of Education of the City of Chicago ("Board") permanently debar Player Sports and Anthony Chronis ("Respondents") from doing any business with the Board.

Following the Office of the Inspector General's recommendations in Report 12-00039, the Board's Chief Procurement Officer served Respondents with a Notice of Proposed Debarment on November 10, 2016, initiating a debarment proceeding against them, based upon Respondents' stringing purchases to avoid the \$10,000 per year per vendor limit, in violation of Board Rules 7-2 and 7-12, section 401.6(2)(e) of the Board's Policy Manual, the Illinois School Code (105 ILCS 5/34-8.1) and the Illinois Criminal Code (720 ILCS 5/33E-18), and failing to engage in the bidding process in violation of Board Rule 7-2. The Chief Administrative Officer has reviewed the record (as defined in section 4.5(10) of the Policy) and recommends permanent debarment.

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

LSC REVIEW:

LSC approval is not applicable to this report.

**AFFIRMATIVE** 

**ACTION STATUS:** 

Affirmative Action review is not applicable to this report.

FINANCIAL:

None.

GENERAL

CONDITIONS:

None.

APPROVED:

ALFONSO De HOYAS-ACOSTA Chief Administrative Officer

APPROVED AS TO LEGAL FORM:

RONALD L. MARMER General Counsel

n h

# AMEND BOARD REPORT 15-0325-PR1 AUTHORIZE NEW AGREEMENTS WITH TWENTY-FIVE (25) VARIOUS NOT-FOR-PROFIT ORGANIZATIONS FOR COMMUNITY SCHOOLS INITIATIVE (CSI) PARTNER AGENCY SERVICES

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

Authorize new agreements with Twenty-Five (25) Various Not-for-Profit Organizations (NFPs) to provide Community Schools Initiative (CSI) Partner Agency Services to all units at an estimated annual cost set forth in the Compensation Section of this report. The Not-for-Profit Organizations were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for the Not-for-Profit Organization's services are currently being negotiated. No services shall be provided by and no payment shall be made to any Not-for-Profit Organizations prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each Not-for-Profit Organization in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the agreements is stated below.

This April 2017 amendment is necessary to add three (3) new NFPs (Loyola University Chicago (#26). New Life Centers of Chicagoland, NFP (#27) and Southwest Organizing Project (#28)) and to re-authorize agreements with three (3) NFPs (Communities in Schools of Chicago (#8). Enlace Chicago (#11) and Family Focus, Inc. (#12)) who resubmitted proposals to the Supplemental RFP issued. Written agreements for these six (6) NFPs' services are currently being negotiated. No services shall be provided by and no payment shall be made to any NFP prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each additional NFP in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the new agreements is stated below.

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

# **USER INFORMATION:**

Project

Septiminary Comments

11371 - Student Support and Engagement

Manager:

Chicago, IL 60602 Ray, Miss Adeline O

42 West Madison Street

773-553-1766

### TERM:

The term of each agreement <u>authorized under the original Board Report</u> shall commence on July 1, 2015 and shall end on June 30, 2020. <u>Agreements with new NFPs authorized under supplemental RFPs shall commence upon execution and end on June 30, 2020.</u> The agreements shall have two (2) options to renew for periods of one (1) year each.

# **EARLY TERMINATION RIGHT:**

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

### **SCOPE OF SERVICES:**

The Not-for-profit organizations shall work with the community schools to fulfill the goals of the CPS Community Schools Initiative, 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, each Partner School and its Lead Partner shall provide a safe, supervised environment within the school building for 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 school site as determined, in part, through the CSI Needs Assessment.

The Not-for-Profit organizations will be required to provide programs and services 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 opportunities provided must align to the Illinois Common Core Standards, the school's Continuous Improvement Work Plan ("CIWP"), 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.

# **DELIVERABLES:**

Not-for-profit organizations will provide services to the partner school(s) identified in each approved service plan. All services shall be provided in accordance with the budget approved by the CSI program manager. All deliverables required under a service plan shall be prepared in a form and content that aligns to the CSI strategy.

#### **OUTCOMES:**

Not-for-profit organizations will be assessed on the following nine (9) CSI factors essential for student achievement as well as the schools' ability to have a broader impact on the surrounding community:

- 1. Children are Ready to Enter School
- 2. Students Attend School Consistently
- 3. Students are Actively Involved in Learning and the Community
- 4. Schools are Engaged with Families and Communities
- 5. Families are Actively Involved in Children's Education
- 6. Students Succeed Academically
- 7. Students are Healthy Physically, Socially and Emotionally
- 8. Students Live and Learn in Stable and Supportive Environments
- 9. Communities are Desirable Places to Live

# COMPENSATION:

The sum of payments to all not-for-profit organizations during the five (5) year term shall not exceed \$25,000,000 in the aggregate. From time to time, the Chief Officer of College and Career Success may reallocate funds among the not-for-profit organizations and change school assignments. Not-for-profit organizations shall be paid as invoices are submitted and verified by the school. Estimated annual costs are set forth below:

\$5,000,000 FY2016 \$5,000,000 FY2017 \$5,000,000 FY2018 \$5,000,000 FY2019 \$5,000,000 FY2020

#### **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 Office of College and Career Success to execute all ancillary documents required to administer or effectuate the agreements.

# **AFFIRMATIVE ACTION:**

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions do not apply to those vendors who operate as Not-for-Profit organizations.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

# FINANCIAL:

Multiple Funds, Multiple School Units \$5,000,000 FY16 \$5,000,000 FY17 \$5,000,000 FY18

\$5,000,000 FY19

\$5,000,000 FY20

Not to exceed \$25,000,000 for the five year term.

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

Approved for Consideration:

Jose ALFONSO DE HOYOS-ACOSTA

Chief Administrative Officer

Approved:

FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form: House

RONALD L. MARMER General Counsel

3

6) Vendor # 25624 1) Vendor # 47733 CHILDREN'S HOME & AID SOCIETY OF AMERICA SCORES CHICAGO ILLINOIS 600 W. CERMAK RD #204 125 S. WACKER, 14TH FLOOR CHICAGO, IL 60606-4475 CHICAGO, IL 60616 Brian Bullington Patrick McPhilimy 312 455-5280 312 666-0496 2) 7) Vendor # 74997 Vendor # 42703 **BOYS & GIRLS CLUBS OF CHICAGO** COLUMBIA COLLEGE CHICAGO 550 W. VAN BUREN ST., SUITE 350 600 S MICHIGAN AVE CHICAGO, IL 60607 CHICAGO, IL 60605 Andres Alvear David Flatley 312 235-8048 312 369-8851 Note: Rescinded October 28, 2015 8) Vendor # 13374 COMMUNITIES IN SCHOOLS OF CHICAGO 3) Vendor # 39142 815 W. VAN BUREN **BRIGHTON PARK NEIGHBORHOOD** CHICAGO, IL 60607 COUNCIL Nora Garcia 4477 S. ARCHER AVE. 312 829-2475 CHICAGO, IL 60632 Patrick Brosnan 9) 773 523-7110 Vendor # 96666 DIME CHILD FOUNDATION 4) 1130 SOUTH WABASH STE 500 Vendor # 14221 CHICAGO, IL 60605 BUILD, INC Warnita Taylor 5100 W. HARRISON 312 461-0200 CHICAGO, IL 60644 Alexis Hardy 10) 773 227-2880 Vendor # 49937 DRIVEN AND EMPOWERED YOUTH INC. 5) 3638 W GRAND AVE Vendor # 34824 CHICAGO, IL 60651 CHANGING WORLDS Kelly Cirino 329 WEST 18 STREET, SUITE 506 773 706-0630 CHICAGO, IL 60616 Nicole Cotto 312 421-8040

11) 16) Vendor # 45510 Vendor # 29483 **ENLACE CHICAGO** NORTHEASTERN ILLINOIS UNIVERSITY 2759 S. HARDING AVE **NEIU TEACHER CENTER** CHICAGO, IL 60623 CHICAGO, IL 60622-5972 Katya Nuques Richard Rutschman 773 542-9233 312 563-7150 Note: Rescinded October 28, 2015 17) Vendor # 96850 12) Vendor # 48890 PHALANX FAMILY SERVICES FAMILY FOCUS, INC. 1201 WEST 115TH STREET 310 S. PEORIA ST., SUITE 301 CHICAGO, IL 60643 CHICAGO, IL 60607 Laura Erving-Bailey Kimberly Kelly 773 291-5600 312 421-5200 18) Vendor # 68306 Note: Rescinded October 28, 2015 QUAD COMMUNITIES DEVELOPMENT 13) CORPORATION Vendor # 27716 4659 SOUTH COTTAGE GROVE AVE., STE **GADS HILL CENTER** 1919 W. CULLERTON CHICAGO, IL 60653 CHICAGO, IL 60608 Scott Witherspoon Bryan Stokes 773 268-7232 312 226-0963 19) Vendor # 34171 14) SGA YOUTH & FAMILY SERVICES, NFP Vendor # 24486 LOGAN SQUARE NEIGHBORHOOD ASSN 11 EAST ADAMS SUITE 1500 2840 N. MILWAUKEE AVENUE CHICAGO, IL 60603 CHICAGO, IL 60618 Martha Guerrero Nancy Aardema 312 447-4323 773 384-4370 20) Vendor # 12392 15) Vendor # 46701 **UCAN** METROPOLITAN FAMILY SERVICES 7 3605 W. FILLMORE STREET 1 NORTH DEARBORN-STE 1000 CHICAGO, IL 60624 CHICAGO, IL 60602 Zack Schrantz Colleen Jones 773 290-5804 312 986-4135

Vendor # 32189 URBAN GATEWAYS 205 WEST RANDOLPH ST., SUITE 1700 CHICAGO, IL 60606-1814 Eric Delli Bovi 312 922-0440

Vendor # 50134 URBAN INITIATIVES, INC. 650 WEST LAKE, #340 CHICAGO, IL 60661 Julie Chelovich 312 715-1763

Vendor # 96305
WOODLAWN CHILDREN'S PROMISE
COMMUNITY
6021 S LANGLEY #321
CHICAGO, IL 60637
Nina Longino
773 535-6876

Vendor # 30499
YOUNG MEN'S CHRISTIAN ASSOCIATION
OF CHICAGO DBA YMCA OF
METROPOLITAN CHICAGO
1030 W. VAN BUREN ST
CHICAGO, IL 60607
DaWana Williamson
312 440-2403

Vendor # 11060
YOUTH GUIDANCE
1 NORTH LASALLE ST., #900
CHICAGO, IL 60602
Malika Graham-Bailey
312 404-3242

26) Vendor # 14852
LOYOLA UNIVERSITY CHICAGO
820 N. MICHIGAN AVENUE
CHICAGO, IL 60611
Angelica Vaca
312 915-6000

27) Vendor # 94620

NEW LIFE CENTERS OF CHICAGOLAND,
NFP

4101 WEST 51ST STREET

CHICAGO, IL 60632

Matt DeMateo
773 838-9470

Vendor # 27486
SOUTHWEST ORGANIZING PROJECT
2558 W 63rd Street
Chicago, IL 60629
Chris Brown
773 471-8208

28)

# AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH CAREERS THROUGH CULINARY ARTS PROGRAM FOR EDUCATIONAL SERVICES TO CULINARY STUDENTS

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

Authorize the first renewal agreement with Careers Through Culinary Arts Program to provide culinary education services to CTE Culinary students at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Careers Through Culinary Arts Program 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.

Contract Administrator:

Hubbard, Ms. Carisa Ann / 773-553-2280

#### **VENDOR:**

1) Vendor # 85537 CAREERS THROUGH CULINARY ARTS PROGRAM 505 EIGHTH AVENUE, STE 1400 NEW YORK, NY 10018

> Eliza Loehr 212 974-7111

#### **USER INFORMATION:**

Project

Manager:

13725 - Early College and Career

42 West Madison Street

Chicago, IL 60602

Blackmon, Mr. David Robert

773-553-2108

PM Contact:

10870 - College and Career Success Office

42 West Madison Street

Chicago, IL 60602

Mather, Mr. Alan Wesley

773-535-5100

#### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 14-0723-PR3) in the amount of \$325,500 is for a term commencing September 1, 2014 and ending August 31, 2017, with the Board having two (2) options to renew for one (1) year terms. The original agreement was awarded on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Procurement Officer.

#### **OPTION PERIOD:**

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

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

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

#### SCOPE OF SERVICES:

Vendor will continue to provide the following services at the request and direction of Chicago Public Schools, Department of College and Career Success, Department of Early College and Career Education. Vendor will continue to provide professional development for culinary arts teachers, arrange for the donation of food and supplies from national sponsors, arrange for local chefs to be mentors, provide career and college advising, work with students to develop job readiness skills and acquire internships, and provide national scholarships donated to the organization.

#### **DELIVERABLES:**

Vendor will continue to provide: 1. Professional Development - Vendor will continue to offer at least one Professional Development Workshop for CPS culinary teachers and a Professional Development workshop for CPS Culinary Arts Tutors.2. Food Donations - Vendor will continue to arrange for product donations by local and national sponsors to culinary classrooms. 3. Career Planning/Opportunity Creation and Cooking Competition/Scholarships - Vendor will continue to provide culinary arts college and career readiness assistance to students through chef mentors; food service industry presentations; campus-based events; competition application workshops/meetings and individual advisement; and a job readiness training sequence. 4. Tracking - Lifetime Placement and Advising Vendor competition finalists and students placed in jobs by Vendor may contact and use Vendor resources on a lifetime basis to maintain employment and seek career advancement in the industry. CPS will continue to assist vendor in their attempts to contact "lost" students.5. Program Coordinator - Program Coordinator will continue to be responsible for facilitating all vendor program activities and administering the program. 6. Summer Programming - One (1) one-week summer program and at least One (1) five-day summer workshop will continue to be held over the summer. The one-week summer program will accommodate up to 25 students and the five-day summer workshop will host 25 students and no more than 30 total.

#### OUTCOMES:

Vendor's services will result in increased culinary arts teachers, culinary skills and content knowledge and enhance their instructional delivery. Students will have the opportunity to transition to post-secondary institutions with scholarships to help finance their education. Additionally, schools will receive assistance with offsetting food costs and relationships with community chefs. Emphasis will be placed on increasing work-based learning opportunities including: culinary career presentations, off-site chef events and demonstrations, job shadowing field trips, internships and jobs for culinary arts students.

# **COMPENSATION:**

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

\$108,500 FY18

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief of

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

# **AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to transactions where the vendor providing services operates as a Not-for-Profit organization.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Fund 369, Early College & Career Education, Unit 13727 \$108,500.00, FY18

Not to exceed \$108,500 for the one (1) year term.

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

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

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

Approved for Consideration:

Jose ALFONSO DE HOYOS-ACOSTA
Chief Administrative Officer

FORREST CLAYPOOL

Approved:

Chief Executive Officer

Approved as to Legal Form:

Lonald L. Marme

RONALD L. MARMER General Counsel

# AUTHORIZE AMENDING THE AGREEMENT WITH DEAF COMMUNICATION BY INNOVATION, LLC FOR SIGN LANGUAGE INTERPRETING SERVICES

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

Authorize amending the agreement with Deaf Communication by Innovation, LLC for additional sign language interpreting services provided to the district and increasing the compensation amount. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. The current agreement for Vendor's services (authorized by CPOR 16-1122-CPOR-1804) is in the amount of \$75,000. This amendment is to increase the compensation amount to \$250,000. A written amendment to the agreement is currently being negotiated. No payment above the previously authorized amount shall be made prior to execution of the written amendment. The authority granted herein shall automatically rescind in the event the amendment is not executed within 90 days of the date of this Board Report. Information pertinent to this amendment is stated below.

Contract Administrator:

Hubbard, Ms. Carisa Ann / 773-553-2280

CPOR Number:

16-1122-CPOR-1804

#### **VENDOR:**

1) Vendor # 18323 DEAF COMMUNICATION BY INNOVATION, LLC 3711 N. RAVENSWOOD AVE., STE 144 CHICAGO, IL 60613 Robert Roenke

> For Profit: Raymond Rogers -55% Robert Roenke -45%

# **USER INFORMATION:**

773 857-7709

Contact:

11610 - Diverse Learner Supports & Services

42 West Madison Street Chicago, IL 60602 Monahan, Miss Julie Ann

773-553-3353

PM Contact: 11610 - Diverse Learner Supports & Services

42 West Madison Street Chicago, IL 60602 Baccellieri, Mr. Patrick H

773-553-3353

The agreement is for a term commencing on December 2, 2016 and ending August 23, 2019, with two (2) options to renew for periods of twelve (12) months each.

# **EARLY TERMINATION RIGHT:**

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

#### SCOPE OF SERVICES:

Vendor will provide interpreting services for students that require educational sign language interpreting per the IEP with assignments in buildings throughout the Chicago area. Interpreting will occur both within and outside of school hours depending on student need.

#### **DELIVERABLES:**

Vendor will provide on-site sign language interpreter services for multiple sites. Interpreters will have required credentials specific to student's needs.

#### OUTCOMES

Vendor's services will result in students that are deaf or hard of hearing in getting the required IEP services provided by a sign language interpreter.

# **COMPENSATION:**

Vendor shall be paid as follows:

Estimated annual costs for the 32 month term are set forth below:

\$100,000 FY17 \$75,000 FY18 \$75,000 FY19

# **REIMBURSABLE EXPENSES:**

None

# **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written amendment. Authorize the President and Secretary to execute the amendment. Authorize Chief Officer of Diverse Supports and Services to execute all ancillary documents required to administer or effectuate the agreement and amendment.

# **AFFIRMATIVE ACTION:**

The Office of Business Diversity recommends that a full waiver of the goals, required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted due the scope of services not being further divisible.

# LSC REVIEW:

Local School Council approval is not applicable to this report.

### FINANCIAL:

Fund 114, Diverse Learner Supports Services, Unit 11610

\$100,000 FY17 \$75,000 FY18 \$75,000 FY19

Not to exceed \$250,000 for the 32 month term.

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

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

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

Approved for Consideration:

Jose ALFONSO DE HOYOS-ACOSTA Chief Administrative Officer Approved:

FORREST CLAYPOOL Chief Executive Officer

Approved as to Legal Form: Marmer

RONALD L. MARMER General Counsel

# AUTHORIZE THE FIRST RENEWAL AGREEMENTS WITH VARIOUS VENDORS FOR NON-PUBLIC SCHOOL FACILITIES

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

Authorize the first renewal agreements with various Vendors to provide special education and related services to Chicago Public Schools students with disabilities at Non-Public School Facilities for the Office of Diverse Learner Supports and Services. The cost for these services is authorized under a separate Board Resolution (adopted April 26, 2017) authorizing payments to State approved, non-public facilities for students with disabilities. Written documents exercising this option are currently being negotiated. No payment shall be made to any Vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each Vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number:

14-350007

Contract Administrator:

Hubbard, Ms. Carisa Ann / 773-553-2280

# **USER INFORMATION:**

Project

Manager:

11610 - Diverse Learner Supports & Services

42 West Madison Street

Chicago, IL 60602

Kubalanza, Mr. Ronald J.

773-553-2759

PM Contact:

11610 - Diverse Learner Supports & Services

42 West Madison Street

Chicago, IL 60602

Baccellieri, Mr. Patrick H

773-553-1685

# **ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report 15-0624-PR8) are for a term commencing July 1, 2015 and ending June 30, 2017, with the Board having three (3) options to renew for one (1) year terms. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

# **OPTION PERIOD:**

The term of each agreement is being renewed for one (1) year commencing July 1, 2017 and ending June 30, 2018

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

There are two (2) option periods for one (1) year each remaining.

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

The Vendors will continue to provide special education services to students with disabilities. These services will include providing age-appropriate Individualized Education Program (IEP) mandated instructional and related services, programming to prepare students for their successful and timely reintegrations to a school with their non-disabled peers, and the development of appropriate Individualized Education Programs (IEP). These services will include the administration of appropriate assessments and maintaining progress data and attendance records. In addition, these Vendors will continue to work with Board schools, community agencies, and family groups to build more effective networks of support services and advance least restrictive environment to the students.

#### **DELIVERABLES:**

Vendors will continue to furnish age-appropriate programs, related services, tests, progress notes, progress data, HSMP reports, and other reports required by the Office of Diverse Learner Supports and Services.

#### **OUTCOMES:**

Services provided by the Non-Public Contract School Vendors will continue enable the Board to achieve the following:1. Increase the number of students with disabilities who are reintegrated into public schools.2. Establish coordinated, innovative practices between the public schools and the Non-Public Contract School Vendors to:(a) reduce the referral rate of special education students to Nonpublic Schools; (b) maximize available support services for students and their families;(c) facilitate the transition of Nonpublic School students and their families and eventually returning the students to the public schools.3. Increase the progress of students with disabilities on IEP goals, overall academic indicators, and behavioral indicators.

#### **COMPENSATION:**

Vendors shall be paid as specified in their respective agreement. The total payments to all Vendors shall not exceed the amount authorized in the April 26, 2017 Board Resolution authorizing payments to non-public facilities. The amount authorized in that Resolution is an aggregate amount for all non-public facilities authorized in this report and the Resolution for the one (1) year renewal term.

#### **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 Officer of the Office of Diverse Learner Supports and Services to execute all ancillary documents required to administer or effectuate this option.

### **AFFIRMATIVE ACTION:**

Tuition payments are exempt from M/WBE goals. Therefore, M/WBE goals are not applicable for this contract.

# LSC REVIEW:

Local School Council approval is not applicable to this report.

# FINANCIAL:

Fund 114, Office of Diverse Learner Supports and Services, Unit #11674 Vendors shall be paid from another authorized board report.

CFDA#:

Not Applicable

## **GENERAL CONDITIONS:**

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

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

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

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

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

Approved for Consideration:

Jose ALFONSO DE HOYOS-ACOSTA Chief Administrative Officer Approved:

FORREST CLAYPOOL Chief Executive Officer

Approved as to Legal Form:

RONALD L. MARMER General Counsel

4) Vendor # 39644 1) Vendor # 31488 LAWRENCE HALL YOUTH SERVICES 1 BEACON THERAPEUTIC SCHOOL M 2737 W. PETERSON 10650 S LONGWOOD CHICAGO, IL 60659 CHICAGO, IL 60643 Victoria Hicks Susan Reyna 773 728-2807 773 298-1243 Ownership: Non-Profit Ownership: Non-Profit Vendor # 94937 2) Vendor # 32997 SPECIAL EDUCATION SERVICES DBA **ESPERANZA COMMUNITY SERVICES** HILLSIDE ACADEMY EAST CAMPUS 3049 WEST HARRISON 520 N MARSHFIELD CHICAGO, IL 60612 CHICAGO, IL 60622 Kenneth Carwell Joy Decker 630 907-2400 312 243-6097 Ownership: Non-Profit Ownership: Non-Profit 6) Vendor # 12392 3) Vendor # 67060 **UCAN** JEWISH CHILD AND FAMILY SERVICES 3605 W. FILLMORE STREET 216 WEST JACKSON BLVD., STE 800 CHICAGO, IL 60624 CHICAGO, IL 60606 Zack Schrantz Howard Sitron 773 290-5804 773 467-3902 Ownership: Non-Profit Ownership: Non-Profit

# AUTHORIZE THE FIRST RENEWAL AGREEMENTS WITH VARIOUS VENDORS FOR SUPPLEMENTAL SCHOOL BASED THERAPY SERVICES

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

Authorize the first renewal agreements with various vendors to provide School Based Therapy to all schools at an estimated annual cost set forth in the Compensation Section of this report. Written documents exercising this option are currently being negotiated. No payment shall be made to any Vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each Vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number:

15-350024

Contract Administrator:

Hubbard, Ms. Carisa Ann / 773-553-2280

# **VENDOR:**

1) Vendor # 98770
EBS HEALTHCARE SERVICES, INC DBA
EDUCATIONAL BASED SERVICES
27 NORTH WACKER DR.
CHICAGO, IL 60606

John Gumpert 800 578-7906

Ownership: Mark Stubits-100%

2) Vendor # 16226 RCM Technologies USA Inc. 2500 MCCLELLAN AVE. PENNSAUKEN, NJ 08109

> Michael Saks 917 286-5150

Ownership: Irs Partners #19 Lp C/O Legion Partners Asset Mgmt-13.1%

Vendor # 16235
 The Futures HealthCore LLC
 136 William Street
 Springfield, MA 01105

Brian Edwards 800 218-9280

Ownership: Limited Liability Dr. Peter Bittel-50%, Dr. Erin Edwards-50%

#### **USER INFORMATION:**

Project

Manager: 11610 - Diverse Learner Supports & Services

42 West Madison Street

Chicago, IL 60602

Adamowski, Mr. Anthony Michael

773-553-6624

PM Contact:

11610 - Diverse Learner Supports & Services

42 West Madison Street

Chicago, IL 60602

Baccellieri, Mr. Patrick H

773-553-1685

# **ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report 15-0624-PR7) in the amount of \$10,000,000 are for a term commencing on July 1, 2015 and ending June 30, 2017, with the Board having two (2) option(s) to renew for two (2) year terms. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

# **OPTION PERIOD:**

The term of this agreement is being renewed for two (2) years commencing July 1, 2017 and ending June 30, 2019.

# **OPTION PERIODS REMAINING:**

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

# SCOPE OF SERVICES:

Vendors will continue to provide supplemental staffing utilizing agency staff to cover the medical needs of students. Student needs vary, so CPS needs the flexibility to reassign and redeploy related service providers (RSPs) to schools.

#### **DELIVERABLES:**

Vendors will continue to provide consistent and reliable RSP staffing to any school that they are deployed. These RSPs will be fully trained to serve the diverse therapy needs of students. The selected vendors will also help CPS find, recruit and hire these hard to fill positions to ensure the district has proper staffing coverage.

#### **OUTCOMES:**

Vendors' services will result in better quality of care in a fiscally responsible way. By Vendors executing the scope of work with excellence, CPS should realize both of these desired outcomes.

#### **COMPENSATION:**

Vendors shall be paid an hourly rate. Estimated annual aggregate costs for all Vendors for the two (2) year term are set forth below:

\$1,700,000 FY18 \$1,700,000 FY19

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize Chief of Diverse Learners Supports and Services to execute all ancillary documents required to administer or effectuate this option.

#### **AFFIRMATIVE ACTION:**

The Office of Business Diversity recommends that a full waiver of the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted due the scope of services not being further divisible.

# LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Fund 114, Office of Diverse Learner Supports and Services, Unit #11675 \$1,700,000 FY18 \$1,700,000 FY19
Not to exceed \$3,400,000 for the two (2) year term.
Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

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

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

Approved for Consideration:

Jose Alfonso DE Hoyos-ACOSTA Chief Administrative Officer

Approved:

**Chief Executive Officer** 

Approved as to Legal Form:

Lonald L. Marine

RONALD L. MARMER General Counsel

# AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH NATIONAL CHARTER SCHOOLS INSTITUTE FOR A SCHOOL OVERSIGHT SYSTEM

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

Authorize the first renewal agreement with National Charter Schools Institute to provide a web-based school oversight system, to Office of Innovation and Incubation at an annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to National Charter Schools Institute 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:

16-0613-Cpor-1773

Contract Administrator:

Hubbard, Ms. Carisa Ann / 773-553-2280

# **VENDOR:**

Vendor # 17400
 National Charter Schools Institute
 711 W. PICKARD ST. STE M
 MT. PLEASANT, MI 48858

Jackie Mullikin 989 317-3510

Ownership: Non Profit

# **USER INFORMATION:**

Project

Manager:

13610 - Innovation and Incubation

42 West Madison Street

Chicago, IL 60602

Bradley, Ms. Mary

773-553-2511

PM Contact:

11110 - Network Support

42 West Madison Street

Chicago, IL 60602

Kirby, Miss Elizabeth Anne

773-553-3026

# **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 16-0622-PR3) in the amount of \$150,000 is for a term commencing November 22, 2016 and ending June 30, 2017, with the Board having 2 options to renew for 1 year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

# **OPTION PERIOD:**

The term of this agreement is being renewed for 1 year commencing July 1, 2017 and ending June 30, 2018.

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

There is 1 option period for 1 year remaining.

#### SCOPE OF SERVICES:

The vendor will continue to provide a web-based school oversight system, Epicenter, to the Office of Innovation and Incubation. Epicenter will monitor school contractual and legal oversight for all charter and contract schools and alternative learning opportunity programs. Epicenter will follow the Office of Innovation and Incubation master calendar for school reporting and will collect and monitor the submission of all school management, legally required and financial documents. Epicenter will store all submitted documents, track updates to school and board contact information, streamline authorization processes and generate up to date dashboards and reports on completion and submission of all legally requested documents and financial status according to financial metrics of contractual expectations.

# **DELIVERABLES:**

The vendor will continue to provide a web-based school oversight system, Epicenter, training for Office of Innovation and Incubation staff, schools and school board members and ongoing technical support for Epicenter.

#### **OUTCOMES:**

Vendor's services will continue to result in the efficiency and information needed that allows staff to focus on quality and ensuring the district fulfills its responsibilities as a school authorizer. This system will process applications, manage compliance, automate workflow and evaluate school performance.

# **COMPENSATION:**

Vendor shall be paid during this option period as specified in the agreement; estimated annual costs for this option period are set forth below:

\$150,000 FY18

# **AUTHORIZATION:**

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

# **AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to transactions where the vendor providing services operates as a not-for-profit organization.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Fund 115; Innovation and Incubation; Unit 13610 \$150,000.00, FY18

Not to exceed \$150,000.00 for the 1 year term.

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

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

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

Approved for Consideration:

Jose Alfonso DE HOYOS-ACOSTA

Chief Administrative Officer

Approved:

FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form: The Ronald R. Manne

# AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH NORTHWEST EVALUATION ASSOCIATION FOR ADAPTIVE GROWTH ASSESSMENT

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the extension of the agreement with Northwest Evaluation Association (NWEA) to provide adaptive growth assessment at an estimated annual cost set forth in the Compensation Section of this report. A written extension document is currently being negotiated. No payment shall be made to Vendor during this extension period prior to execution of their written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

The extension of this agreement was presented to the Single/Sole Source Committee on March 7, 2017 and approved by the Chief Procurement Officer. Upon approval as a Single Source, the item was published on the Procurement website on March 7, 2017, found here: http://csc.cps.k12.il.us/purchasing/. The item will remain on the Procurement website until the April 26, 2017 Board Meeting. This process complies with the independent consultant's recommendations for single source procurements and the Board's Single/Sole Source Committee Charter.

Contract Administrator:

Janus, Ms. Rene / 773-553-2280

# **VENDOR:**

1) Vendor # 43763
NORTHWEST EVALUATION
ASSOCIATION
121 NW EVERETT STREET
PORTLAND, OR 97209

Molly Held 503 624-1951

Ownership: Not For Profit

# **USER INFORMATION:**

Contact:

10810 - Teaching and Learning Office

42 West Madison Street Chicago, IL 60602

Mcdade, Miss Latanya Danett

773-553-1216

Project

Manager:

11210 - Assessment 42 West Madison Street Chicago, IL 60602 Leonard, Mr. Peter J. 773-553-2430

# **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 12-0222-PR3 as amended by 13-0123-PR1) in the amount of \$5,000,000 was for a term commencing March 1, 2012 and ending June 30, 2013, with the Board having three (3) options to renew for periods of one (1) year each. The agreement was renewed (authorized by Board Report 13-0626-PR1) in the amount of \$4,000,000 for a term commencing July 1, 2013 and ending June 30, 2014. The agreement was renewed for a second time (authorized by Board Report 14-0625-PR3) in the amount of \$3,500,000 for a term commencing on July 1, 2014 and ending June 30, 2015. The agreement was renewed for a third time (authorized by Board Report 15-0722-PR1) in the amount of \$3,100,000 for a term commencing on July 1, 2015 and ending June 30, 2016. The agreement was subsequently extended (authorized by Board Report 16-0525-PR4) in the amount of \$2,200,000 for a term commencing on July 1, 2016 and ending June 30, 2017. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

#### **EXTENSION PERIOD:**

The term of this agreement is being extended for one (1) year commencing July 1, 2017 and ending June 30, 2018.

# **SCOPE OF SERVICES:**

Vendor will continue to provide assessments, reporting tools, professional development, consulting services, and implementation support for a computer-based adaptive assessment that will provide data that can be used to improve instruction and measure student learning growth. Additional services provided may include, but are not necessarily limited to, technical support, project management, and problem resolution, training, technology support and guidance from content and measurement experts. This program serves students in kindergarten through grade 8.

**USE OF SOFTWARE:** The Board will use the software to administer multiple assessments each year in reading, mathematics, and science. Online student result reports will be immediately available upon the conclusion of testing. The system will provide web-based analytic and reporting tools that are easy to use and intuitive for users at all technical skill levels. Vendor will provide, and Board staff shall have access to, in-person and online professional development and training opportunities to learn the concepts and practices necessary to administer the assessment and apply its results to instruction.

# **DELIVERABLES:**

Vendor will continue to install the system at all participating schools and train all Board-identified users in the administration and use of the assessments.

#### **OUTCOMES:**

The Board will have the ability to administer multiple assessments per year in reading, mathematics and science, and to accurately measure student learning growth on the basis of these administrations. Performance measures may include, but are not necessarily limited to: 1) percent of project milestones met, 2) percent of teachers administering the assessment, 3) utilization rate of reports, and 4) percent of users satisfied with the system.

# **COMPENSATION:**

Vendor shall be paid during this extension period in accordance with the prices contained in the extension agreement. Estimated annual costs for this extension period are set forth below: \$2,200,000.00, FY18

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written extension document. Authorize the President and Secretary to execute the extension document. Authorize Chief of Teaching & Learning to execute all ancillary documents required to administer or effectuate this extension agreement.

#### AFFIRMATIVE ACTION:

NWEA is a non-profit organization and therefore the district's M/WBE goal requirements do not apply.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Fund 115, Student Assessment, Unit 10810 \$2,200,000.00 FY18 Not to exceed \$2,200,000.00 for the one (1) one year term. Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

Approved for Consideration:

Jose algano de Hayor-ach JOSE ALFONSO DE HOYOS-ACOSTA

Chief Administrative Officer

Approved:

FORREST CLAYPOOL Chief Executive Officer

Approved as to Legal Form: The Loude L. Marmer

# AUTHORIZE NEW AGREEMENTS WITH VARIOUS VENDORS FOR ONLINE DATABASE SUBSCRIPTION SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize new agreements with various vendors to provide online database resource subscription services to the Department of Literacy of the Chicago Public Schools at an estimated annual cost set forth in the Compensation Section of this report. The agreements were awarded on a competitive basis pursuant to Board Rule 7-2. Written agreements for each vendor's 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 respective 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 the agreements is stated below.

Contract Administrator:

Janus, Ms. Rene / 773-553-2280

CPOR Number:

17-0320-CPOR-1824

#### **VENDOR:**

1) Vendor # 63346 CENGAGE LEARNING 10650 TOEBBEN DR INDEPENDENCE, KY 41051

> Kira Prince 800 354-9706

Ownership: Cengage Learning Acquisitions Inc-100%

2) Vendor # 12542 ENCYCLOPAEDIA BRITANNICA 331 N. LASALLE ST. CHICAGO, IL 60654

Mabel G. Mannion 312 347-7205

Ownership: Encyclopaedia Britannica Holdings-100%

3) Vendor # 12618 TEACHINGBOOKS.NET LLC 2712 Marshall Court, Suite 1 MADISON, WI 53703

> Nick Glass 608 257-2919

Ownership: Nick Glass-100%

# **USER INFORMATION:**

#### Contact:

10810 - Teaching and Learning Office

42 West Madison Street

Chicago, IL 60602

Mcdade, Miss Latanya Danett

773-553-1216

Project

Manager:

13700 - Literacy

501 West 35th Street

Chicago, IL 60616

Perez, Miss Lisa Elaine

773 553-6212

# TERM:

The term of each agreement shall commence July 1, 2017 and shall end June 30, 2018. The agreements shall have two (2) options to renew for periods of one (1) year each.

# **EARLY TERMINATION RIGHT:**

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

# SCOPE OF SERVICES:

Each of the vendors below shall provide access to the identified resources. Vendors will ensure that all students and teachers have 24 hours a day and 7 days a week access to the subscription sites. Vendors will assign a representative who will field both phone calls and email requests from CPS for technical assistance.

Encyclopaedia Britannica will provide the following services:

1. Unlimited on-site and remote access to Britannica Online School Edition and Spanish Reference Center;

Cengage Learning will provide the following service:

1. Unlimited on-site and remote access to the Student Resources InContext, Research InContext, Kids InfoBits, US History InContext, and World History InContext.

Teachingbooks.net will provide access to the following service:

1. Access to the Teachingbooks.net author information database.

#### **DELIVERABLES:**

Vendors will provide 24 hour and 7 day access to their respective database content as described above and will also provide monthly usage reports detailing the site usage per school and district-wide.

#### **OUTCOMES:**

Vendor's services will result in access to noted databases to improve student achievement by providing access to a rich collection of text, video and audio content. Formats include full-text magazines, newspapers, podcasts, and reference books that are relevant to current events, the arts, science, popular culture, health, people, government, history, sports and more. The databases successfully support the Chicago Public Schools curriculum, support effective teaching using technology, and help students develop the information retrieval and processing skills that are required for students to be college and career ready.

#### **COMPENSATION:**

The maximum compensation during the term of the agreement for each vendor is as follows: Britannica (K-12 Encyclopaedia & Spanish Encyclopaedia) - \$57,750.00

Cengage Learning (Gen K-12 Reference) - \$67,500.00

Cengage Learning (History) - \$43,200.00

Teachingbooks.net (Author websites, video interviews, book lists, and biographical information) \$8.659.27

Total compensation for all vendors not to exceed the sum of \$177,109.27

# **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 Chief of Teaching and Learning to execute all ancillary documents required to administer or effectuate the agreements.

# **AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this contract is exempt from MBE/WBE review as payments made are for software license fees.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

# FINANCIAL:

Fund 324 and Fund 115 Teaching and Learning, Unit 10810 \$177,109.27, FY18

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

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

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

Approved for Consideration:

Jose ALFONSO DE HOYOS-ACOSTA Chief Administrative Officer Approved:

FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form:

Lonal L. Manne

# AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH CIC ENERGY CONSULTING, LLC FOR **EXTERNAL ENERGY FUNDING ACQUISITION CONSULTING SERVICES**

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

Authorize the first renewal agreement with CIC Energy Consulting, LLC to provide external energy funding acquisition consulting services to the Department of Facilities at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to CIC Energy Consulting, LLC 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.

Contract Administrator:

Hernandez, Miss Patricia / 773-553-2280

CPOR Number:

17-0331-CPOR-1832

# **VENDOR:**

1) Vendor # 99776 CIC ENERGY CONSULTING LLC 150 SOUTH WACKER DRIVE CHICAGO, IL 60606

> Ken Anno 312 466-0500

Ownership: Ken Anno - 78.53; Will Bannister - 6.71%; Steven Potter-6.75%; Brad Baumgarten - 6.71% And Dave

Myszkowski - 1.34%

# **USER INFORMATION:**

Project

Manager:

11860 - Facility Operations & Maintenance

42 West Madison Street

Chicago, IL 60602

Williams, Mr. Christopher B

773-553-2960

# ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 15-1028-PR11) in the amount of \$250,000 is for a term commencing May 17, 2016 and ending May 16, 2017, with the Board having two (2) options to renew for one (1) year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2. Cost for each option shall not exceed \$250,000 and shall be paid pursuant to receiving approval of a Key Account grant from the Illinois Department of Commerce and Economic Opportunity (IL DCEO) each fiscal year.

#### **OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing May 17, 2017 and ending May 16, 2018.

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

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

#### SCOPE OF SERVICES:

CIC Energy will continue to partner with CPS' Department of Facilities to identify all possible external energy efficiency funding opportunities that will help CPS maximize its outside funding and reduce its overall cost. The services will include the following for approximately 150-200 projects: review of existing scopes and specifications, collection of required documentation and data necessary for IL DCEO application submittal, completion of required quarterly financial and progress reports for each project, development of audit methodology to present data to IL DCEO, identification of estimated energy savings per IL DCEO requirements, and on site walkthroughs.

#### **DELIVERABLES:**

CIC Energy will continue to assist in securing an estimated \$1-4 million in grant incentives available in existing Capital and Asset projects. CIC Energy will provide quarterly financial and project progress reports identifying the following:

- Total number of potential energy efficiency project candidates
- Total possible grant values available for each project
- Total energy savings for each energy efficiency grant submitted
- Total number of grant applications submitted to date
- Status of applications submitted

#### **OUTCOMES:**

Vendor's services will continue to provide CPS with the necessary resources to identify energy efficiency rebate dollars from existing CPS projects with no out of pocket expense to CPS. With the award of the FY16 IL DCEO Key Accounts grant CPS now has the opportunity to secure up to \$4.5 million in additional cost savings through existing Capital and Asset construction projects.

### **COMPENSATION:**

Vendor shall be paid during this option period as follows: 7.5% of all external revenue (grants/rebates) they are able to secure for CPS in FY16, not to exceed the sum of \$250,000. CIC Energy will be paid after CPS has received the revenue from IL DCEO for each project.

# **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 Administrative Officer to execute all ancillary documents required to administer or effectuate this option agreement.

# **AFFIRMATIVE ACTION:**

Due to the nature of this contract, the M/WBE provisions of the Program do not apply to this CPOR.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

# FINANCIAL:

Fund: IL DCEO grant Parent Unit: 11880

FY17, FY18 Not to exceed \$250.000

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

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

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

Approved for Consideration:

Jose alfonso DE HOYOS-ACOSTA Chief Administrative Officer Approved:

FORREST CLAYPOOL

Approved as to Legal Forms

# AUTHORIZE THE SECOND RENEWAL AGREEMENT WITH JOHNSON RESEARCH GROUP, INC. TO PROVIDE CONSULTING SERVICES ON TAX INCREMENT FINANCING FUNDING (TIF) FOR THE CAPITAL IMPROVEMENT PROGRAM

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

Authorize the second renewal agreement with Johnson Research Group, Inc. to provide consulting services on tax increment financing funding (TIF) for the capital improvement program for the Department of Facilities at an estimated annual cost forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to the 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.

Contract Administrator:

Hernandez, Miss Patricia / 773-553-2280

CPOR Number:

17-0330-CPOR-1828

#### VENDOR:

> Ann Moroney 312 235-0130

Ownership: Ann Moroney - 100%

# **USER INFORMATION:**

# Contact:

11860 - Facility Operations & Maintenance 42 West Madison Street Chicago, IL 60602 De Runtz, Ms. Mary 773-553-2960

# **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 15-0422-PR4) in the amount of \$200,000 was for a term commencing June 25, 2015 and ending June 24, 2016, with the Board having two (2) options to renew for one (1) year terms. The first renewal Agreement (authorized by Board Report 16-0323-PR6) in the amount \$180,000 was for a term commencing June 25, 2016 and ending June 24, 2017. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

# **OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing June 25, 2017 and ending June 24, 2018.

# **OPTION PERIODS REMAINING:**

There are no more options remaining.

#### SCOPE OF SERVICES:

Vendor will continue to serve as a special advisor to the Chief Financial Officer to develop a strategy with the Chicago Department of Planning and Development and the Chicago Department of Finance on tax increment financial (TIF) initiatives to support the Modern Schools Across Chicago Program and other Capital Improvement Program initiatives. Vendor will focus on preparing detailed financial analyses of available TIF revenues for each TIF district, assessing TIF funding strategies, negotiating financial commitments with the City, reviewing appropriate school sites for TIF eligibility, consulting on written agreements with the City to formalize a revenue stream for funding of the Capital Improvement Program, and supporting the issuance of bonds from TIF revenues. Vendor will also develop strategies and mechanisms needed to coordinate aspects of the program, advise the Chief Financial Officer on alternative TIF strategies, present creative approaches for additional funding opportunities, and provide long range planning assistance to the Chief Financial Officer. Vendor will also conduct financial feasibility studies in specific TIF districts to verify future projections of available tax increment revenues as necessary.

# **DELIVERABLES:**

Vendor will continue to provide the following deliverables: monthly project reports, database of TIF revenues and potential revenue opportunities from existing TIF districts, a database of schools in or adjacent to TIF's, an updated funding matrix for the Modern Schools Across Chicago Program and other TIF agreements, feasibility analyses, and strategic planning documents, all as requested by the Chief Financial Officer.

#### **OUTCOMES:**

Vendor's services will result in revenue for the Capital Improvement Program over the next year, to help build new schools and additions and undertake major renovations. To date, the vendor has helped negotiate \$800 million in intergovernmental agreements with the City of Chicago to fund new schools from TIF revenues and anticipates negotiating additional funding to complete the Modern Schools Across Chicago Program and other new initiatives.

#### **COMPENSATION:**

Vendor shall be paid as specified in the renewal agreement. Estimated annual costs for the one (1) year option period are set forth below:

\$180,000, FY17-18, which amount is inclusive of all reimbursable expenses.

# **REIMBURSABLE EXPENSES:**

Vendor shall be reimbursed for the following expenses: report preparation expenses, and copying charges agreed to in advance by the Chief Financial Officer. The total compensation amount reflected above is inclusive of all reimbursable expenses.

### **AUTHORIZATION:**

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

# **AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation (M/WBE Program) in Goods and Services Contracts, the MBE/WBE goals for this agreement are 30% MBE and 7% WBE participation. This contract is in full compliance of the requirements and the Prime is 100% WBE.

Vendor has committed to utilizing:

#### MBE

Ernest Sawyer Enterprises Inc. 100 North LaSalle St., Ste. #1515 Chicago, IL 60602

Print Xpress 311 South Wacker Drive Chicago, IL 60606

#### WBE

Johnson Research Group, Inc. 343 S. Dearborn St. Chicago, IL 60604

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Various Capital Funds
Facilities and Operations, Unit # 12150
\$180,000, FY17-18
Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

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

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

Approved for Consideration:

JOSE ALFONSO DE HOYOS-ACOSTA Chief Administrative Officer Approved:

FORREST CLAYPOOL Chief Executive Officer

Approved as to Legal Form

# REPORT ON THE AWARD OF CONSTRUCTION CONTRACTS AND CHANGES TO CONSTRUCTION CONTRACTS FOR THE BOARD OF EDUCATION'S CAPITAL IMPROVEMENT PROGRAM

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

This report details the award of Capital Improvement Program construction contracts in the total amount of \$2,683,314.80 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts shall be for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-3 of the Rules of the Board of Education of the City of Chicago.

This report also details changes to existing Capital Improvement Program construction contracts, in the amount of \$254,999.72 as listed in the attached April Change Order Log. These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property to prevent interference with school sessions.

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

**AFFIRMATIVE ACTION:** The General Contracting Services Agreements entered into by each of the prequalified general contractors and other miscellaneous construction contracts awarded outside the prequalified general contractor program for new construction awards and changes to existing construction contracts shall be subject to the Board's Business Diversity Program for Construction Projects and any revisions or amendments to that policy that may be adopted during the term of any such contract.

**FINANCIAL:** Expenditures involved in the Capital Improvement Program are charged to the Department of Operations, Capital Improvement Program.

Budget classification: Fund – 436, 468, 476, 477, 479, 480, 481, 482, 483, 484, 485 & 486 will be used for all Change Orders (April Change Order Log); Funding source for new contracts is so indicated on Appendix A

Funding Source: Capital Funding

# **GENERAL CONDITIONS:**

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

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

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

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

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

Approved for Consideration:

Mary De Runtz
Deputy Chief Facilities Officer

Approved as to legal form

Approved:

Chief Executive Officer

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Ronald L. Marmer General Counsel

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REASONS FOR PROJECT		r	ਜ	80	8	80	ω	80	80	80	80	83	8	<b>c</b> o
PROJECT SCOPE AND NOTES		The scope of work at Durkin Park is to investigate, design and repair a radiant floor leak discovered recently. This is an energenory IOC job due to the lack of heat in the impacted areas and constant loss of water from the HW bolder system. The repair work requires that the radiant floor heat piping be abandoned and the heat for the two rooms it serves will be replaced by cabinet heaters and fin tube heating.	The scope at Hope is to provide emergency work to locate water leak on water service feeder pipe. Scope also includes an investigation of a secondary leak at the parkway.	The scope of work is to demolish the top portion of the chimney, repair remaining masonry, and install stainless steel liner.	The scope of work is to demolish the top portion of the chimney, repair remaining masonry, and install stainless steel liner.	The scope of work is to demolish chimney to roof level, repair remaining masoury, provide new concrete chimney cap, re-route exhaust work through roof.	The scope of work is to demolish chimney to roof level, repair remaining masoury, provide new concrete chimney cap, re-route exhaust work through roof.	The scope of work is to provide a new 2-12 play lot with poured-in-place rubber surfacing and concrete containment curb.	The scope of work is to provide a new 2-12 play lot with poured-in-place rubber surfacing and concrete containment curb.	The scope of work is to provide a new 2-12 play lot with poured-in-place rubber surfacing and concrete containment curb.	The scope of work is to provide a new 2-12 play lot with poured-in-place rubber surfacing and concrete containment curb.	The scope of work is to provide a new 2-12 play lot with poured-in-place rubber surfacing and concrete containment curb.	The scope of work is to provide a new 2-12 play iot with poured-in-place rubber surfacing and concrete containment curb.	The scope of work is to provide a new 2-12 play lot with poured-in-place rubber surfacing and concrete containment curb.
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AFFIRM. ACTION	Ξ	N/N	N/A	0	0	0	0	27	27	7.7	27	27	. 27	27
AFFIRM.	AA			30	30	26	26	0	0	0	0	0	0	0
FISCAL		2017	2017	2017	2017	2017	2017	2017	2017	2017	2017	2017	2017	2017
ANTICIPATED COMPLETION DATE		5/31/2017	5/31/2017	7/31/2017	7/31/2017	7/31/2017	7/31/2017	7/31/2017	7/31/2017	7/31/2017	7/31/2017	7/31/2017	7/31/2017	7/31/2017
AWARD DATE		58,764.13 2/28/2017	35,550.67 2/28/2017	2/24/2017	2/24/2017	2/24/2017	35,000.00 2/24/2017	2/24/2017	2/24/2017	2/24/2017	11,000.00 2/24/2017	230,000.00 2/24/2017	249,000.00 2/24/2017	221,000.00 2/24/2017
CONTRACT AWARD		68,764.13	35,550.67	305,000.00	299,000.00	292,000.00	135,000.00	212,000.00	215,000.00	210,000.00	211,000.00	230,000.00	249,000.00	221,000.00
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CONTRACT#		3265518	3265516	3260832	3260833	3260834	3260836	3261635	3261636	3261637	3261641	3261646	3261878	3262079
CONTRACTOR CONTRACT#		KR Miller	All-Bry	All-Bry	Alf-Bry	All-Bry	All-Bry	All-Bry	All-Bry	All-Bry	All-Bry	All-Bry	All-Bry ·	All-Bry
SCHOOL		Durkin Park	Hope	Alcott - STK Package 1	Manierre - STK Package 1	McCormick - STK Package 1	Sunner - STK Package 1	Dubois - NPL Package 1	Jopitn - NPL Package 1	King - NPL Package 1	La Vizzo - NPL Package 1	Mount Vernon - NPL Package 1	Randolph - NPL Package 1	Wentworth - NPL Package 1

Reasons:

1. Safety
2. Code Compliance
3. Fire Code Violations
3. Fire Code Violations
5. Priority Mechanical Needs
6. ADA Compliance
7. Support for Educational Portfolio Strategy
8. Support for other District Initiatives
9. External Funding Provided

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3/14/17

Page 1 of 1

2017	
April	•

These change order approval cycles range from 02/01/2017 to 02/28/2017

Capital Improvement Program

Chicago Public Schools

**Board Apt Number** \$81,200.12 Project Total: \$272,465.72 \$184,118.85 \$7,146.75 Oracle PO Number 3093138 / 3118027 Discovered Conditions Discovered Conditions Discovered Conditions % of Contract \$11,417,868.72 4.36% Reason Code Revised Contract Amount Contractor to provide labor and material to remove and rebuild the top three wythes of the masonry wall and outer middle masonry wythes to accommodate new roofing system. Contractor to provide labor and material to remove select coping, remove inner wythe masonry and re-build with new masonry and re-install salvageable coping materials with new anchors. Contractor to provide labor and material to remove and re-build existing deteriorated masonry required to accommodate new roofing system and protective metal. Total Change Orders \$477,328.72 CHANGE ORDER LOG Number of Change Orders 33 Original Contract Amount \$10,940,540.00 Change Order Descriptions 2016 De Diego MCR 2016-31261-MCR Madison Construction Company Project Number Jose De Diego Community Academy App Date 02/13/17 02/13/17 02/14/17 Vendor Change Date 02/13/17 02/09/17 02/09/17 School

Gately Stadium

2011 Gately Stadium UAF 2011-68100-UAF

Chicago Commercial Contractors, LLC

App Date

Change Order Descriptions

Final allowance credit to close out project

02/10/17

02/09/17

Change Date

Allowance Credit

Reason Code

\$3,300,067.59 0.61%

\$19,861.96

9

\$3,280,205.63

2163070

\$17,466.00

Project Total: -\$17,466.00

Total Change Orders for this Period \$254,999.72

# AUTHORIZE NEW AGREEMENTS WITH BOTTLING GROUP LLC DBA PEPSI BEVERAGES COMPANY AND GLOBAL VENDING SERVICE LLC FOR BEVERAGE AND SNACK VENDING SERVICES AND CATEGORY SPONSORSHIP RIGHTS

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

Authorize new agreements with Bottling Group LLC DBA Pepsi Beverages Company to provide beverage vending services and Global Vending Service LLC to provide snack vending services for the Departments of Nutrition Support Services and External Affairs and Partnerships. These will be revenue generating contracts where the Vendors will pay the Board a commission on all vending sales. 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 any Vendor 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:

16-350060

Contract Administrator:

Sinnema, Mr. Ethan Cedric / 773-553-5180

#### VENDOR:

1) Vendor # 18430
BOTTLING GROUP LLC DBA PEPSI
BEVERAGES COMPANY
1400 W. 35TH STREET
SOMERS, NY 10589
Luke Schafer
847 598-2739

Ownership: Pepsico, Inc - 100%

2) Vendor # 18428
GLOBAL VENDING SERVICE LLC
3599 23RD A S STE 5
LAKEWORTH, FL 33461
Sherri Holstein
877 499-8363
Ownership: Sherri Holstein - 100%

# **USER INFORMATION:**

Project

Manager:

12010 - Nutrition Support Services

42 West Madison Street Chicago, IL 60602 Fowler, Mrs. Leslie A. 773-553-2833

#### TERM:

The term of each agreement shall commence on July 1, 2017 and shall end on June 30, 2023. The agreements shall have two (2) options to renew for periods of one (1) year each.

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

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

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

Bottling Group LLC DBA Pepsi Beverages Company will provide a minimum of one vending machine for beverages in every CPS school and administrative office. Global Vending Service LLC will provide a minimum of one vending machine for snacks in every CPS high school. Elementary school students will only have beverage vending machines available to them, but both beverage and snack vending machines can be available in staff-only areas of the elementary schools. Beverages and snacks in the machines will meet federal and district nutrition wellness guidelines. Vendors will maintain and stock the vending machines on a regular basis. Sponsorship rights for the beverage category will also be given to Bottling Group LLC DBA Pepsi Beverages Company.

#### **DELIVERABLES:**

Vendors will install vending machines in the schools and provide all maintenance and stocking of the machines. Vendors will also provide reporting documents on the sales data from all of the vending machines.

#### **OUTCOMES:**

Vendors' services will result in revenues generated from the sales commissions that will be given to the schools and to the elementary sports programs. The vending machine commission rates will be consistent for all of the schools as a result of these contracts.

#### **COMPENSATION:**

Vendors shall pay the Board a commission percentage on the annual vending sales as stated in their respective contracts.

#### **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 Executive Director of Nutrition Support Services to execute all ancillary documents required to administer or effectuate the agreements.

# **AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the MWBE goals are 30% MBE and 7% WBE. Note: Global Vending Services is 100% WBE.

# LSC REVIEW:

Local School Council approval is not applicable to this report.

# FINANCIAL:

These contracts will generate revenue.

CFDA#: Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

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

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

Approved for Consideration:

Jose alfons de Hayon ale

JOSE ALFONSO DE HOYOS-ACOSTA Chief Administrative Officer Approved:

FORREST CLAYPOOL Chief Executive Officer

Approved as to Legal Form

Lonald R. Manne

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# AUTHORIZE THE FINAL RENEWAL AGREEMENT WITH AUTOCLEAR, LLC FOR THE PURCHASE OF PORTABLE X-RAY MACHINES AND RELATED INSTALLATION, MAINTENANCE AND TRAINING SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the final renewal agreement with AutoClear, LLC to provide portable x-ray machines and related installation, maintenance and training services for the Office of School Safety and Security, schools, central office and network offices at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number:

12-250061

Contract Administrator:

Sinnema, Mr. Ethan Cedric / 773-553-5180

# **VENDOR:**

1) Vendor # 94637 AUTOCLEAR, LLC 2 GARDNER RD. FAIRFIELD, NJ 07004

> Gregory Schaefer 847 540-7266

Ownership: G. Todd Conway - 12%

#### **USER INFORMATION:**

Project

Manager:

10610 - School Safety and Security Office

42 West Madison Street

Chicago, IL 60602

Chou, Mrs. Jadine P.

773-553-3044

# **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 13-0227-PR17) in the amount of \$1,280,750.00 was for a term commencing March 8, 2013 and ending March 7, 2015, with the Board having three (3) options to renew for one (1) year terms. The first renewal agreement (authorized by Board Report 14-0625-PR36) in the amount of \$600,000.00 was for a term commencing March 8, 2015 and ending June 30, 2016. The second renewal agreement (authorized by Board Report 16-0727-PR10) in the amount of \$300,000.00 was for a term commencing July 1, 2016 and ending June 30, 2017. Vendor was selected on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing July 1, 2017 and ending June 30, 2018.

# **OPTION PERIODS REMAINING:**

There are no option periods remaining.

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

Vendor will continue to provide the following goods: Auto-clear X-Ray Scanner Model HI-SCAN 5333a-90.

#### **DELIVERABLES:**

Vendor will continue to provide high quality portable x-ray machines for the Board.

#### **OUTCOMES:**

This purchase will result in a safer teaching and learning environment for employees and students.

#### **COMPENSATION:**

Vendor shall be paid in accordance with the unit prices contained in the agreement; not-to-exceed the sum of \$300,000.00 for the one (1) year term.

# **AUTHORIZATION:**

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

#### **AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the scope of services for this contract is not further divisible. Therefore the Office of Business Diversity is recommending a full waiver for this contract.

# LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Various Capital Funds or Fund 210 Office of School Safety and Security, 10610 \$300,000.00 FY18

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

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

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

Approved for Consideration:

JOSE ALFONSO DE HOYOS-ACOSTA Chief Administrative Officer Approved:

FORREST CLAYPOOL Chief Executive Officer

Approved as to Legal Form (

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# AUTHORIZE THE FINAL RENEWAL AGREEMENTS WITH VARIOUS VENDORS TO PROVIDE SAFE PASSAGE SERVICES FOR DESIGNATED NEIGHBORHOODS

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the final renewal agreements with various vendors to provide Safe Passage services in designated neighborhoods for the Office of Safety and Security at an estimated annual cost set forth in the Compensation Section of this report. Written documents exercising this option are currently being negotiated. No payment shall be made to any vendor during this option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number:

15-350018

Contract Administrator:

Sinnema, Mr. Ethan Cedric / 773-553-5180

#### **USER INFORMATION:**

Project

Manager:

10610 - School Safety and Security Office

42 West Madison Street

Chicago, IL 60602

Chou, Mrs. Jadine P.

773-553-3044

#### **ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report 15-0624-PR25) in the amount of \$17,800,000.00 were for a term commencing August 1, 2015 and ending July 31, 2016, with the Board having two (2) options to renew for one (1) year terms. The first renewal agreements (authorized by Board Report 16-0427-PR16) in the amount of \$17,800,000.00 are for a term commencing August 1, 2016 and ending July 31, 2017. The original Agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

# **OPTION PERIOD:**

The term of each agreement is being renewed for one (1) year commencing August 1, 2017 and ending July 31, 2018.

# **OPTION PERIODS REMAINING:**

There are no option periods remaining.

#### SCOPE OF SERVICES:

The Board has conducted a thorough assessment of the violence-related risks posed to CPS school students both inside and outside of the school. In response to data-based research and community discussions, the Board is executing a safety strategy designed to focus resources on two ultimate goals:

- 1. Reduce the likelihood that high-risk Chicago Public School students will become victims of violent incidents; and
- 2. Create a safe, secure school environment to support school academic performance.

To achieve these goals, the Board has outlined the Safe Passage program to help ensure safe student travel. The Vendors will continue to provide the following Safe Passage Services:

Community Watchers: Vendors will continue to deploy Safe Passage staff ("Community Watchers" or Watchers") throughout Board-designated safety routes to supervise students traveling to and from school grounds. Such supervision will occur during school arrival and dismissal times or solely during dismissal times. Such supervision will vary depending on the individual school's arrival and dismissal times. All Safe Passage Vendor staff must satisfy the CPS and statutory requirements for individuals who have access to students, which include background checks.

#### **DELIVERABLES:**

Community Watchers' duties will, at a minimum, continue to consist of:

- 1) Reporting to daily assigned post(s) to assist students as they travel to and from bus stops and board necessary buses;
- 2) Monitoring designated "hot spots" for suspicious behavior and potential conflicts;
- 3) Collaborating with CPD and CPS and instantly reporting any known or potential conflicts to the CPD and CPS;
- 4) Submitting a daily electronic incident report as well as a weekly electronic report that will include the number and description of incidents, responses to incidents, a list and description of troubled buildings, and an explanation of potential conflicts the Community Watchers suspect will occur in the near future; and
- 5) Wearing a uniform and/or having official identification that clearly identifies their status as Community Watchers.

## **OUTCOMES:**

Vendors' services will result in 1) decreased violent incidents involving CPS students; and 2) increased student perception of safety traveling to and from school.

#### COMPENSATION:

Vendors shall be paid during this option period as specified in their respective agreements; total compensation for all vendors not to exceed the aggregate sum of \$19,200,000.00 during this renewal term.

#### **AUTHORIZATION:**

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

#### **AFFIRMATIVE ACTION:**

All vendors selected for this contract are non-profit agencies, therefore no MWBE goals were assigned to this contract. However, it is important to note that all vendors are from minority community based organizations and hire all 1300 plus Community Watchers from the communities where services are provided to our students.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Fund 210 and Fund 332, Office of Safety and Security, Unit 10600

\$19,200,000.00, FY18

Not to exceed \$19,200,000.00 for the one (1) year term. Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

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

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

Approved for Consideration:

JOSE ALFONSO DE HOYOS-ACOSTA Chief Administrative Officer Approved:

FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Forms

RONALD L. MARMER

General Counsel

4) 1) Vendor # 36033 Vendor # 21152 **BLACK STAR PROJECT, THE** A KNOCK AT MIDNIGHT 3509 S. KING DRIVE., STE 2B 400 W. 76TH STREET., STE 206 CHICAGO, IL 60653 CHICAGO, IL 60620 Ava Myles Minister Johnny Banks 773 285-9600 773 488-2960 Ownership: Non-Profit Ownership: Non-Profit 5) 2) Vendor # 22146 Vendor # 37537 BLACK UNITED FUND OF ILLINOIS ALLIANCE FOR COMMUNITY PEACE 1809 E. 71ST STREET 509 W. ELM STREET CHICAGO, IL 60649 CHICAGO, IL 60610 Henry English Reverend Dr. Walter B. Johnson 773 324-0494 773 846-8830 Ownership: Non-Profit Ownership: Non-Profit 6) 3) Vendor # 10869 Vendor # 16377 BRIGHT STAR COMMUNITY OUTREACH, AME3, NFP 3260 WEST WARREN 4518 S. COTTAGE GROVE., 1ST FLR. CHICAGO, IL 60624 CHICAGO, IL 60653 Harlod Davis Ruth Robinson 773 988-5588 773 606-2880

Ownership: Non-Profit

Ownership: Non-Profit

7) 10) Vendor # 36635 Vendor # 39142 **BRIGHTON PARK NEIGHBORHOOD** CLARETIAN ASSOCIATES, INC 9108 S. BRANDON AVENUE COUNCIL 4477 S. ARCHER AVE. CHICAGO, IL 60617 CHICAGO, IL 60632 Andrea Porter Patrick Brosnan 773 734-9181 773 523-7110 Ownership: Non-Profit Ownership: Non-Profit 11) Vendor # 94883 8) Vendor # 11359 **EBENEZER COMMUNITY** CATHOLIC BISHOP OF CHICAGO-SAINT 3555 W. HURON STREET SABINA CHICAGO, IL 60624 1210 WEST 78TH CHICAGO, IL 60620 Leon Miller 773 762-5363 Jocelyn Jones 773 483-4333 Ownership: Non-Profit Ownership: Non-Profit 12) Vendor # 45510 9) Vendor # 50642 **ENLACE CHICAGO** 2759 S. HARDING AVE CENTERS FOR NEW HORIZONS, INC. CHICAGO, IL 60623 4150 S. KING DRIVE CHICAGO, IL 60653 Nora Dunlop Christa Hamilton 773 542-9233 773 373-5700 Ownership: Non-Profit Ownership: Non-Profit

16) 13) Vendor # 96888 Vendor # 96720 LEAVE NO VETERAN BEHIND SAVING OUR SONS MINISTRIES, INC 19 SOUTH LASALLE, STE 500 1302 S. SAWYER CHICAGO, IL 60623 CHICAGO, IL 60603 Roy Sartin Denise Berry 312 379-8652 773 957-4214 Ownership: Non-Profit Ownership: Non-Profit 17) 14) Vendor # 96711 Vendor # 34171 **NETWORK OF WOODLAWN** SGA YOUTH & FAMILY SERVICES, NFP 11 EAST ADAMS SUITE 1500 6320 S. DORCHESTER CHICAGO, IL 60603 CHICAGO, IL 60637 Magdalen Weiterman Cortez Trotter 312 447-4323 773 363-4300 Ownership: Non-Profit Ownership: Non-Profit 15) 18) Vendor # 23713 Vendor # 68496 PUERTO RICAN CULTURAL CENTER 2 TARGET AREA DEVCORP 2739 WEST DIVISION STREET 1542 WEST 79TH CHICAGO, IL 60622 CHICAGO, IL 60620 Autry L. Phillips Juan Calderon 773 651-6470 773 687-5000 Ownership: Non-Profit Ownership: Non-Profit

19)

Vendor # 67678

TEAMWORK ENGLEWOOD 815 WEST 63RD ST., 2ND FLR. CHICAGO, IL 60621

Perry Gunn

773 602-4507

Ownership: Non-Profit

20)

Vendor # 12392

UCAN 3605 W. FILLMORE STREET CHICAGO, IL 60624

Nicole Seaton

773 290-5804

Ownership: Non-Profit

21)

Vendor # 20228

WESTSIDE HEALTH AUTHORITY 5417 WEST DIVISION STREET CHICAGO, IL 60651

Morris Reed

773 378-1878

Ownership: Non-Profit

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# AUTHORIZE THE FIRST AND SECOND RENEWAL AGREEMENTS WITH KERRY'S AUTOBODY, INC. FOR VEHICLE MAINTENANCE SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first and second renewal agreements with Kerry's Autobody, Inc. to provide vehicle maintenance services at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising these options is currently being negotiated. No payment shall be made to Kerry's Autobody, 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.

Contract Administrator:

Hernandez, Miss Patricia / 773-553-2280

CPOR Number:

17-0330-CPOR-1829

# **VENDOR:**

1) Vendor # 17395 KERRY'S AUTOBODY INC 5435 W. 63RD ST CHICAGO, IL 60638

> Helen Golder 773 284-6204

Ownership: Helen Golder - 100%

# **USER INFORMATION:**

#### Contact:

11870 - Student Transportation

42 West Madison Street

Chicago, IL 60602

Mc Guire, Mr. Kevin P.

773-553-2860

# **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 16-0622-PR8) in the amount of \$120,000 is for a term commencing upon contract execution and ending June 30, 2017, with the Board having three (3) options to renew for one (1) year term. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of this agreement is being renewed for two (2) years commencing July 1, 2017 and ending June 30, 2019.

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

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

#### SCOPE OF SERVICES:

Vendor will continue to provide maintenance services for 25 vehicles owned by the Board. Services will include standard preventative maintenance inspections, follow-up repairs as needed, replacement of each vehicle's oil, oil filters, and lubrication of each chassis. Vendor will also be required to coordinate and maintain records for all preventative maintenance inspections. Vendor will also provide access to emergency road service and over-the-road repairs.

#### **DELIVERABLES:**

Vendor will continue to provide monthly service reports of vehicle maintenance provided.

#### OUTCOMES:

Vendor's services will keep CPS vehicles compliant with annual state and federal safety regulations.

#### COMPENSATION:

Vendor shall be paid during this option period on an hourly basis, plus cost of parts; total not to exceed for the FY18 and FY19, \$250,000.

# **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 Administrative Officer to execute all ancillary documents required to administer or effectuate this option agreement.

#### **AFFIRMATIVE ACTION:**

Pursuant to the Remedial Programs for Minority and Women Owned Business Enterprise (M/WBE) Participation in Goods and Services Contracts, the M/WBE goals for this contract include 30% MBE and 7% WBE. The Prime on this contract is 100% WBE.

# LSC REVIEW:

Local School Council approval is not applicable to this report.

# FINANCIAL:

Fund 115, Department of Transportation, Unit 11870 \$125,000, FY18 \$125,000, FY19

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

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

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

Approved for Consideration:

Jose ALFONSO DE HOYOS-ACOSTA Chief Administrative Officer Approved:

FORREST CLAYPOOL Chief Executive Officer

Approved as to Legal Form of Ronald K. Manner

# AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH SEVERIN INTERMEDIATE HOLDINGS, LLC DBA POWERSCHOOL GROUP LLC FOR GRADEBOOK MAINTENANCE AND SUPPORT SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the extension of the agreement with Severin Intermediate Holdings, LLC DBA Powerschool Group LLC to provide Gradebook Maintenance and Support Services to the Department of Information Technology Services at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on February 7, 2017 and approved by the Chief Procurement Officer. Upon approval as a Single Source, the item was published on the Procurement website on February 14, 2017, found here: http://csc.cps.k12.il.us/purchasing/. The item will remain on the Procurement website until the April 26, 2017 Board Meeting. This process complies with the independent consultant's recommendations for single source procurements and the Board's Single/Sole Source Committee Charter. A written extension document is currently being negotiated. No payment shall be made to the Vendor during this extension period prior to execution of their written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

Contract Administrator: S

Sinnema, Mr. Ethan Cedric / 773-553-5180

# **VENDOR:**

1) Vendor # 16589 SEVERIN INTERMEDIATE HOLDINGS, LLC DBA POWERSCHOOL GROUP LLC P O BOX 398408 SAN FRANCISCO, CA 94139-8408

> Jim Swaney 888 265-7641

Ownership: Severin Acquisition Llc - 100%

# **USER INFORMATION:**

Project

Manager:

12510 - Information & Technology Services

42 West Madison Street

Chicago, IL 60602

Gallagher, Mr. Patrick F.

773-553-3475

# ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 12-0328-PR19) in the amount of \$500,000.00 was for a term commencing March 29, 2012 and ending March 28, 2013 with the Board having one (1) option

to renew for a one (1) year term. This agreement was renewed (authorized by Board Report 13-0403-PR7) in the amount of \$128,500.00 for a three (3) month term commencing March 29, 2013 and ending June 30, 2013. This agreement was subsequently extended (authorized by Board Report 13-0626-PR35) in the amount of \$924,500.00 for a term commencing July 1, 2013 and ending June 30, 2015. This agreement was extended again (authorized by Board Report 15-0722-PR15) in the amount of \$525,000.00 for a term commencing July 1, 2015 and ending June 30, 2017. The original agreement was awarded on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Procurement Officer.

#### **EXTENSION PERIOD:**

The term of this agreement is being extended for two (2) years commencing July 1, 2017 and ending June 30, 2019.

#### SCOPE OF SERVICES:

Vendor shall continue to provide the following services and software licenses and support. Use of Software: GradeSpeed.Net release 4.7 and above, which includes software modules for Gradebook functions, the Parent Connection module, and the Student Connection module, will provide both CPS educators and the parent community at large with a real-time means of tracking student performance and proactively monitoring academic progress towards defined educational goals. The product will also provide educators with a means of performing grading related tasks irrespective of physical location.

Existing Software Version: Vendor has provided the Board with a perpetual enterprise level license for GradeSpeed.Net release 4.7.1.1, which includes modules for Grading, Attendance, Student and Parent Portals (English/Spanish).

Vendor will provide support for all major version upgrades, which include modules for Grading, Attendance, Student and Parent Portals (English/Spanish), curriculum tracking and increased standardized test and assessment data interoperability with other CPS systems.

Vendor will provide any technical program corrections that may develop during the term of this agreement as long as the Board's technical support fee is current. There are no third party licenses associated with this software. Any software upgrades must integrate seamlessly with the existing Student Information Systems modules with respect to sharing key student data, such as attendance, grades and disciplinary status.

Gradebook must also provide parents with a means of actively monitoring academic performance for multiple children who are CPS students. Parent-side functionality must allow users to define student performance thresholds that initiate automated alerts via email.

#### **DELIVERABLES:**

Vendor will continue to provide support which consists of program corrections that Vendor may develop during the term of this agreement. Vendor will also provide support on the licensed software, which consists of resolving trouble tickets, corrective maintenance, knowledge management, knowledge transfer and the following:

- Existing software updates and installers
- Database cleanup and alter scripts (usually part of the installers)
- Bug Fixes targeted to highest priority defects
- Performance Optimizations
- Software testing including: integration testing for embedded components and compatibility testing (New OS, SOL Server, etc.).

#### **OUTCOMES:**

Software support and existing software upgrades to the GradeSpeed.Net Software will result in providing both CPS educators and the parent community at large with real-time means of tracking student performance and proactively monitoring academic progress towards defined educational goals. The

product will also provide educators with a means of performing grading related tasks irrespective of physical location. Teachers will have: remote access for grading activities; a Gradebook that contains class period and homework assignments; and proactive monitoring of student progress toward defined educational goals.

Administrators will have: real-time monitoring of grades and attendance; analytic capacity to support performance management framework; increased integration with assessment and standardized test data; administrative access to teacher grade books at their location by extension; and tiered access for network and district personnel. Finally, administrators can generate report cards and progress reports to specifications set by the Board without incident.

Parents will have: online access to student progress reports and report cards; online access to student attendance and grades; automated notification of student performance based on parents and school staff. Students will have: an online, real-time means of tracking grades to date and means of downloading homework assignments.

### **COMPENSATION:**

Vendor shall be paid a fee which includes maintenance, support and upgrades. Estimated annual costs for the two (2) year term are set forth below:

\$150,000.00, FY18 \$150,000.00, FY19

#### **AUTHORIZATION:**

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

# **AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to contracts where the vendor is providing proprietary software applications.

# LSC REVIEW:

Local School Council approval is not applicable to this report.

### **FINANCIAL:**

Fund 115, Information Technology Services, Unit 12510 \$150,000.00, FY18 \$150,000.00, FY19

Not to exceed \$300,000.00 for the two (2) year term. Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

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

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

Board members during the one year period following expiration or other termination of their terms of office.

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

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

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

Approved for Consideration:

JOSE ALFONSO DE HOYOS-ACOSTA Chief Administrative Officer Approved:

FORREST CLAYPOOL Chief Executive Officer

Approved as to Legal Form:

# AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH SEVERIN INTERMEDIATE HOLDINGS, LLC DBA POWERSCHOOL GROUP LLCFOR SOFTWARE SUPPORT FOR POWERSCHOOL SMS (SIM)

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

Authorize the extension of the agreement with Severin Intermediate Holdings, LLC DBA Powerschool Group LLC to provide Software Support for Powerschool SMS (SIM) to the Department of Information Technology Services at an estimated annual cost set forth in the Compensation Section of this report. The extension of this agreement was presented to the Single/Sole Source Committee on February 7, 2017 and approved by the Chief Procurement Officer. Upon approval as a Single Source, the item was published on the Procurement website on February 14, 2017, found here: http://csc.cps.k12.il.us/purchasing/. The item will remain on the Procurement website until the April 26, 2017 Board Meeting. This process complies with the independent consultant's recommendations for single source procurements and the Board's Single/Sole Source Committee Charter. A written extension document is currently being negotiated. No payment shall be made to Vendor during this extension period prior to execution of their written document. The authority granted herein shall automatically rescind in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

Contract Administrator: Sinnema, Mr. E

\_\_\_\_\_

Sinnema, Mr. Ethan Cedric / 773-553-5180

#### **VENDOR:**

1) Vendor # 16589
SEVERIN INTERMEDIATE HOLDINGS, LLC
DBA POWERSCHOOL GROUP LLC
P O BOX 398408
SAN FRANCISCO, CA 94139-8408

Jim Swaney 888 265-7641

Ownership: Severin Acquisition Llc - 100%

# **USER INFORMATION:**

Project

Manager:

12510 - Information & Technology Services

42 West Madison Street

Chicago, IL 60602

Gallagher, Mr. Patrick F.

773-553-3475

# **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 04-0324-PR12 as amended by 04-0428-PR13) in the amount of \$17,500,000.00 was for a term commencing April 1, 2004 and ending June 30, 2008, with the Board having five (5) options to renew for one (1) year terms each; all options have been exercised.

The agreement was renewed (authorized by Board Report 08-0602-PR26) for a term commencing July 1, 2008 and ending on June 30, 2009. The agreement was further renewed (authorized by Board Report 09-0527-PR16) for a term commencing July 1, 2009 and ending June 30, 2010. The agreement was further renewed (authorized by Board Report 10-0623-PR14) for a term commencing July 1, 2010 and ending June 30, 2011. The agreement was further renewed (authorized by Board Report 11-0622-PR15) for a term commencing on July 1, 2011 and ending June 30, 2012. The agreement was further renewed (authorized by Board Report 12-0627-PR30) for a term commencing July 1, 2012 and ending June 30, 2013. Subsequently the agreement was extended (authorized by Board Report 13-0626-PR34) for a term commencing July 1, 2013 and ending June 30, 2015. The agreement was extended again (authorized by Board Report 15-0722-PR14) for a term commencing July 1, 2015 and ending June 30, 2017. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2 (RFP Specification Number 03-250274).

#### **EXTENSION PERIOD:**

The term of this agreement is being extended for two (2) years commencing on July 1, 2017 and ending on June 30, 2019.

#### SCOPE OF SERVICES:

Vendor shall continue to provide software licenses and support for PowerSchool SMS release 8.4 and above.

#### **DELIVERABLES:**

Vendor will continue to provide support on the licensed software, which consists of resolving trouble tickets, corrective maintenance, knowledge management, knowledge transfer and the following:

- Existing software updates and installers
- Database cleanup and alter scripts (usually part of installers)
- Bug Fixes targeted to highest priority defects
- Performance Optimizations
- Software testing including: Integration testing for embedded components and compatibility testing (New OS, SOL Server, etc.).

#### **OUTCOMES:**

The SIS software programs will continue to further automate the Board's student information system applications programs, thus making the Board more efficient and effective in managing student information systems. The SIS software will enhance the Board's ability to effectively educate our students in an organized manner.

## **COMPENSATION:**

Vendor shall be paid a fee which includes maintenance, support, and upgrades. Estimated annual costs for the two (2) year term are set forth below:

\$150,000.00, FY18

\$150,000.00, FY19

#### **AUTHORIZATION:**

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

#### **AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to contracts where the vendor is providing proprietary software applications.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Fund 115, Information Technology Services, Unit Number 12510 \$150,000.00, FY18 \$150,000.00, FY19
Not to exceed \$300,000.00 for the two (2) year term.
Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

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

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

Approved for Consideration:

JOSE ALFONSO DE HOYOS-ACOSTA

Chief Administrative Officer

Approved:

FORREST CLAYPOOL Chief Executive Officer

Approved as to Legal Formish

Fonal R. Manner

# AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH SEVERIN INTERMEDIATE HOLDINGS, LLC DBA POWERSCHOOL GROUP LLC FOR STUDENT INFORMATION SOFTWARE MAINTENANCE (SSM) SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the extension of the agreement with Severin Intermediate Holdings, LLC DBA Powerschool Group LLC to provide Student Information Software Maintenance (SSM) Services to the Department of Information Technology Services at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on February 7, 2017 and approved by the Chief Procurement Officer. Upon approval as a Single Source, the item was published on the Procurement website on February 14, 2017, found here: http://csc.cps.k12.il.us/purchasing/. The item will remain on the Procurement website until the April 26, 2017 Board Meeting. This process complies with the independent consultant's recommendations for single source procurements and the Board's Single/Sole Source Committee Charter. A written extension document is currently being negotiated. No payment shall be made to Vendor during this extension period prior to execution of their written document. The authority granted herein shall automatically rescind in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

Sinnema, Mr. Ethan Cedric / 773-553-5180 Contract Administrator:

# **VENDOR:**

1) Vendor # 16589 SEVERIN INTERMEDIATE HOLDINGS, LLC DBA POWERSCHOOL GROUP LLC P O BOX 398408 SAN FRANCISCO. CA 94139-8408 Jim Swaney 888 265-7641 Ownership: Severin Acquisition Llc - 100%

# **USER INFORMATION:**

Project

Manager: 12510 - Information & Technology Services

42 West Madison Street Chicago, IL 60602 Gallagher, Mr. Patrick F.

773-553-3475

# **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report #09-1028-PR9) in the amount of \$540,000.00 was for a term commencing November 1, 2009 and ending October 31, 2011, with the Board having three (3) options to renew for one (1) year each. The original agreement was renewed (authorized by Board Report #11-1026-PR3) in the amount of \$300,000.00 for a term commencing November 1, 2011 and ending October 31, 2012. Board Report #11-1026-PR3 was amended by Board Report #12-0627-PR23 to increase the amount to \$321,000.00. The agreement was further renewed (authorized by Board Report#12-0925-PR6) in the amount of \$325,000.00 for a term commencing November 1, 2012 and ending October 31, 2013 and again renewed (authorized by Board Report #13-0925-PR9) for a term commencing November 1, 2013 and ending October 31, 2014. The agreement was further renewed (authorized by Board Report #14-0924-PR8) for a term commencing November 1, 2014 and ending June 30, 2016. The agreement was further extended (authorized by Board Report #16-0427-PR12, amended by Board Report's #16-0928-PR5 and #16-1026-PR11) in the amount of \$464,717.00 for a term commencing July 1, 2016 and ending June 30, 2017. The original agreement was awarded on a non-competitive basis.

#### **EXTENSION PERIOD:**

The term of this agreement is being extended for four (4) years commencing July 1, 2017 and ending June 30, 2021.

#### SCOPE OF SERVICES:

Vendor will continue to provide unlimited licenses to the Board to use the Student Services Management software module for tracking clinical services and special education case management. Vendor will provide maintenance and support for this licensed software.

#### **DELIVERABLES:**

Vendor will continue to provide maintenance which consists of program corrections and enhancements that Vendor may develop during this extension term as long as the Board's annual maintenance fee is current. Maintenance will also include any changes required by the Board as a result of new or modified State or Federal requirements regarding special education. Vendor will also provide support on this licensed software, which consists of resolving trouble tickets, corrective maintenance, knowledge management, and knowledge transfer. In addition, Vendor will provide:

- -Continued development and customization of special education and health service electronic documents, including the Individualized Education Program, 504 Plan, Health Care Plan, and Placement;
- -Enhanced calendar and communication modules to facilitate staff-parent meetings;
- -Enhanced service capture module to facilitate reporting of reimbursement for services:
- -Enhanced calendar and communication modules to facilitate staff-parent meetings;
- -Enhanced technical support tools, allowing help desk agents to log in as a user and identify the issue;
- -Upgrade to TieNet version 17.0 (2017).

#### **OUTCOMES:**

Vendor's services will result in enhancing educational opportunities and overall education processes, enabling new application development, and allowing for future growth. The database and enterprise software program will further automate the Board's Individualized Education Program process and will enhance the Board's ability to effectively educate students.

# **COMPENSATION:**

Vendor shall be paid according to the terms of the agreement. Estimated annual costs for the four (4) year term are set forth below:

\$415,000.00, FY18 \$451,500.00, FY19 \$491,650.00, FY20 \$535,815.00, FY21

#### **AUTHORIZATION:**

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

#### **AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to contracts where the vendor is providing proprietary software applications.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

## FINANCIAL:

Fund 115, Information Technology Services, Unit number 12510

\$415,000.00, FY18

\$451,500.00, FY19

\$491,650.00, FY20

\$535,815.00, FY21

Not to exceed \$1.893.965.00 for the four (4) year term.

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

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

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

Approved for Consideration:

Chief Administrative Officer

Approved:

FORREST CLAYPOOL

Chief Executive Officer

Approved as to Legal Form: Tonal L. Manner

# AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH NCS PEARSON, INC FOR CURRICULUM INSTRUCTION MANAGEMENT (CIM) SOFTWARE MAINTENANCE AND SUPPORT SERVICES

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

Authorize the extension of the agreement with NCS Pearson, Inc to provide Curriculum Instruction Management (CIM) Software Maintenance and Support Services to the Department of Information Technology Services at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on February 7, 2017 and approved by the Chief Procurement Officer. Upon approval as a Single Source, the item was published on the Procurement website on February 14, 2017, found here: http://csc.cps.k12.il.us/purchasing/. The item will remain on the Procurement website until the April 26, 2017 Board Meeting. This process complies with the independent consultant's recommendations for single source procurements and the Board's Single/Sole Source Committee Charter. A written extension document is currently being negotiated. No payment shall be made to Vendor during this extension period prior to execution of the written document. The authority granted herein shall automatically rescind in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

Contract Administrator :

Sinnema, Mr. Ethan Cedric / 773-553-5180

# **VENDOR:**

1) Vendor # 34595 NCS PEARSON, INC DBA THROUGH ITS CERTIPORT DIVISION 3075 W RAY RD. CHANDLER, AZ 85226

> Keith Kostrzewski 847 865-1915

Ownership: Pn Holdings, Inc. - 100% (Publicly Traded)

#### **USER INFORMATION:**

Project

Manager:

12510 - Information & Technology Services

42 West Madison Street

Chicago, IL 60602

Gallagher, Mr. Patrick F.

773-553-3475

# **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 07-0627-PR14) in the amount of \$3,977,685.00 was for a term commencing August 1, 2007 and ending July 31, 2010. The agreement was amended

(authorized by Board Report 08-0602-PR19 and 09-0225-PR6) to increase compensation and scope. This agreement was extended (authorized by Board Report 10-0728-PR11) for a term commencing August 1, 2010 and ending July 31, 2011. This agreement was further extended (authorized by Board Report 11-0928-PR9) for a term commencing August 1, 2011 and ending July 31, 2012. This agreement was further extended (authorized by Board Report 12-0725-PR15) for a term commencing August 1, 2012 and ending July 31, 2013. This agreement was further extended (authorized by Board Report 13-0626-PR33) for a term commencing August 1, 2013 and ending July 31, 2015. This agreement was further extended (authorized by Board Report 15-0722-PR13) for a term commencing August 1, 2015 and ending July 31, 2017. The original agreement was awarded on a non-competitive basis.

#### **EXTENSION PERIOD:**

The term of this agreement is being extended for two (2) years commencing August 1, 2017 and ending on July 31, 2019.

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

There are no option periods remaining.

# **SCOPE OF SERVICES:**

Vendor shall continue to provide software maintenance and support, data services, interim assessment support, and project quality assurance, and associated maintenance for the extension term. Vendor will assist in populating the Data Mart with district assessment data including, but not limited to, NWEA, IDEL, EXPLORE, PLAN, ACT, STAR, PARCC, DLM, TRC, ACCESS and DIBELS data. Vendor will support CPS in their efforts to load curriculum and standards and to administer REACH and Fitness Assessments. Vendor shall also provide product configuration, including KPI configuration, and assist in the resolution of data integration errors. Vendor will provide mentoring and training opportunities to ensure technical and product knowledge transfer over the scope of the engagement.

Vendor shall continue to provide the Board with the means to enter/import (or have entered on the Board's behalf) the Board's student data through the Licensed Software. The import feature will not modify the content of imported data in any way. All right, title and interest in and to such data shall at all times remain the property of the Board. Vendor shall have the right to use the Board's data (i) to provide the Board with the Services (ii) to assess and compare the use of the Licensed Software by various individual schools within the Board for the purpose of auditing the standard functionality of the Licensed Software and (iii) to improve the Licensed Software. In its use of the Board's data, Vendor will not use or disclose any personal information particular to any student.

#### **DELIVERABLES:**

Vendor will continue to provide maintenance which consists of program corrections and enhancements that Vendor may develop during the term of this agreement. Vendor will also provide support on the licensed software, which consists of resolving trouble tickets, corrective maintenance, knowledge management, knowledge transfer and the following:

- Existing software updates and installers including the upgrade of the application to version 16
- Database cleanup and alter scripts (usually part of installers)
- Bug Fixes targeted to highest priority defects
- Updated user guides to accompany each remaining release
- Performance Optimizations within the Board's Datacenter
- Software testing including: Integration testing for embedded components and compatibility testing (New OS, SOL Server, etc.)
- Active Directory Authorization Module
- Teacher Tools to promote ease of use
- ASSESS self-hosting
- Technical Knowledge Transfer
- Curriculum and Standards support
- KPI Configuration

- Project Quality Assurance
- Assessment scanning solution

#### **OUTCOMES:**

The instructional management software program will facilitate the tracking of student assessment results and growth measurements. The software will integrate more closely with existing IMPACT modules, allowing for greater ease of use for classroom teachers.

# **COMPENSATION:**

Vendor shall be paid a fee which includes maintenance, support and upgrades. Estimated annual costs for the two (2) year term are set forth below:

\$525,000.00, FY18 \$525,000.00, FY19

# **AUTHORIZATION:**

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

#### AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to contracts where the vendor is providing proprietary software applications.

# LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Fund 115, Information Technology Services, Unit Number 12510 \$525,000.00, FY18 \$525,000.00, FY19

Not to exceed \$1,050,000.00 for the two (2) year term. Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

### **GENERAL CONDITIONS:**

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

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

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

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

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

Approved for Consideration:

Jose Alfonso DE HOYOS-ACOSTA Chief Administrative Officer Approved:

FORREST CLAYPOOL Chief Executive Officer

Approved as to Legal Form: Tonal L. Manner

# AUTHORIZE A NEW AGREEMENT WITH BLACKBOARD INC FOR A DISTRICT-WIDE COMMUNICATIONS SOLUTION

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Blackboard Inc to provide a District-Wide Communications Solution to Information Technology Services at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number:

17-350010

Contract Administrator:

Sinnema, Mr. Ethan Cedric / 773-553-5180

#### VENDOR:

1) Vendor # 17857
BLACKBOARD INC
8335 KEYSTONE CROSSING STE 200
INDIANAPOLIS, IN 46240

Adam Dolan 1-800 424-9299 OPT 2

Ownership: Blackboard Holdings Inc - 100%

#### **USER INFORMATION:**

Project

Manager:

12510 - Information & Technology Services

42 West Madison Street

Chicago, IL 60602

Zalewski, Miss Kathryn Lucille

773-553-3060

# TERM:

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

# **EARLY TERMINATION RIGHT:**

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

# **SCOPE OF SERVICES:**

Vendor will host and support a comprehensive, highly available, web-based communications solution that is accessible by desktop, pc or any smart cellular device. The solution provides communications services

to deliver messages via voice (robocalls), email, text or TTY/TDD for notifications such as daily attendance, emergencies, school-specific messages or programs, department-specific or District-wide notices to parents, students, employees and others. The solution is integrated with the Board's Student Information System and is able to integrate with other information sources. Vendor will also provide the texting mechanism for the Board's Parent Portal and has geo-mapping capabilities to send messages within geographic parameters. Training of Board personnel and ongoing technical or end user support is included in the solution.

#### **DELIVERABLES:**

Vendor will provide the Board with a comprehensive, 24x7x365 communications solution including technical support, training, and end user support that will enhance communication services for the Board through fiscal year 2020.

#### **OUTCOMES:**

Vendor's services will result in the Board having a state-of-the-art yet economical tool with training and support that enhances communications capabilities.

#### COMPENSATION:

Vendor shall be paid during the term of the agreement as specified in the agreement. Estimated annual costs for this term are set forth below:

\$400,000.00, FY18 \$400,000.00, FY19 \$400,000.00, FY20

#### **REIMBURSABLE EXPENSES:**

None.

#### **AUTHORIZATION:**

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

# **AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to contracts where the Vendor is providing proprietary software applications. However, Vendor has committed to 5% WBE participation on this contract.

## LSC REVIEW:

Local School Council approval is not applicable to this report.

# FINANCIAL:

Fund 115, Information Technology Services, Unit 12510 \$400,000.00, FY18 \$400,000.00, FY19

\$400,000,00, FY20

Not to exceed \$1,200,000.00 for the three (3) year term. Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain

investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

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

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

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

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

Approved for Consideration:

JOSE ALFONSO DE HOYOS-ACOSTA Chief Administrative Officer Approved:

FORREST CLAYPOOL Chief Executive Officer

Approved as to Legal Form: The Ronald K. Manne

# AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH PAYFLEX SYSTEMS USA, INC FOR COBRA ADMINISTRATION SERVICES

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

Authorize the first renewal agreement with Payflex Systems USA, Inc. to provide COBRA Administration Services to the Talent Office at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to the Vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator:

Sinnema, Mr. Ethan Cedric / 773-553-5180

CPOR Number:

16-0627-CPOR-1778

# **VENDOR:**

1) Vendor # 96731 PAYFLEX SYSTEMS USA, INC 10802 FARNAM DRIVE., STE 100 OMAHA, NE 68154

Shay Butler 630 892-7550

Ownership: Aetna Life Insurance-100%

#### **USER INFORMATION:**

Project

Manager:

11010 - Talent Office

42 West Madison Street

Chicago, IL 60602

Fairhall, Ms. Gail A

773-553-3807

#### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report #16-0727-PR14) in the amount of \$125,000.00 is for a term commencing August 1, 2016 and ending July 31, 2017, with the Board having three (3) options to renew for one (1) year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

# **OPTION PERIOD:**

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

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

There are two (2) option periods for one (1) year each remaining.

#### SCOPE OF SERVICES:

Vendor will continue to provide comprehensive COBRA and Direct Benefits Billing administrative services.

# **DELIVERABLES:**

Vendor will continue to provide regular COBRA and Direct Benefits Billing activity reports including, but not limited to, reports detailing quantity and types of all notices distributed, enrolled/eligibility reports, reconciliation reports for all premiums collected, and other ad-hoc reports as requested. Vendor will provide CPS staff access to an online portal where reporting information can be accessed on demand.

#### OUTCOMES

Vendor's services will result in best-practice administration and higher COBRA and Direct Benefits Billing service levels for the Board, qualified beneficiaries, and employees utilizing these services.

#### COMPENSATION:

Vendor shall be paid during this option period according to the terms of the agreement. Estimated annual costs for this option period are set forth below:

\$125,000.00, FY18

## **AUTHORIZATION:**

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

# **AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the MWBE goals are 8% MBE and 2% WBE.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

# FINANCIAL:

Fund 115, Talent Office, Unit 11010 \$125,000.00 FY18 Not to exceed \$125,000.00 for the one (1) year term. Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

Approved for Consideration:

Jose Alfonso de Haga-Vale JOSE ALFONSO DE HOYOS-ACOSTA Chief Administrative Officer Approved:

FORREST CLAYPOOL Chief Executive Officer

Approved as to Legal Form:

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# AUTHORIZE THE FINAL RENEWAL AGREEMENT WITH FRONTLINE TECHNOLOGIES, INC. TO PROVIDE A SUBSTITUTE SERVICES PLACEMENT SYSTEM

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the final renewal agreement with Frontline Technologies, Inc. to provide a substitute services placement system to the Talent Office at an estimated annual cost of \$160,165.00 for this option period. A written document exercising this option is currently being negotiated. No payment shall be made to the Vendor during the option period prior to the execution of their written document. The authority granted herein shall automatically rescind in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number:

13-250044

Contract Administrator:

Sinnema, Mr. Ethan Cedric / 773-553-5180

#### **VENDOR:**

1) Vendor # 96733 FRONTLINE TECHNOLOGIES, INC 1400 Atwater Drive Malvern, PA 19355

> Donna Kiwala 610 727-0349

Ownership: Edward Cone - 57.8%, Michael Blackstone - 15.6%, Roland Thompson - 15.6%

#### **USER INFORMATION:**

Project

Manager:

11010 - Talent Office

42 West Madison Street

Chicago, IL 60602

Clair-Mcclellan, Miss Lauren Marie

773-553-1127

# **ORIGINAL AGREEMENT:**

The original agreement (authorized by Board Report 13-0626-PR49) in the amount of \$510,446.00 was for a term commencing July 1, 2013 and ending June 30, 2016, with the Board having two (2) options to renew for periods of one (1) year each. The first renewal agreement (authorized by Board Report 16-0622-PR11) in the amount of \$160,165.00 was for a term commencing July 1, 2016 and ending June 30, 2017. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing July 1, 2017 and ending June 30, 2018.

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

There are no option periods remaining.

#### SCOPE OF SERVICES:

Vendor will continue to provide proper implementation and integration of the automated substitute placement system. The system provides:

- Increased fill rates
- Ease of tracking
- Automation with 24 hour access for requests and fills
- Integration with current operating system
- Delivered reports
- Established web presence and toll free number for access
- Compliance support resolution

#### **DELIVERABLES:**

Vendor will continue to provide Process Review and Planning, Data Migration, Configuration, Training, Workshops/Training Materials, Software/Programming and Final Review (test process and make any final configuration changes).

# **OUTCOMES:**

Vendor's services will result in personnel accessing placement services via telephone or internet anytime/anywhere which will drive efficiencies for the Substitute Service area. Real time absence data, reporting, and efficient tracking are expected outcomes. This tool will cut costs, provide reporting strategies, improve communication and integrate with our current systems.

#### **COMPENSATION:**

Vendor shall be paid during this option period as follows: monthly payments based on a ten (10) month school year, not to exceed the sum of \$160,165.00.

#### **AUTHORIZATION:**

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

#### AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to contracts where the vendor is providing proprietary software applications.

#### LSC REVIEW

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Fund 115, Talent Office, Unit 11010 \$160,165.00, FY18 Not to exceed \$160,165.00 for the one (1) year term. Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

Approved for Consideration:

JOSE ALFONSO DE HOYOS-ACOSTA Chief Administrative Officer Approved:

FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form: Tonal L. Manner

RONALD L. MARMER General Counsel

#### AUTHORIZE NEW AGREEMENTS WITH VARIOUS VENDORS FOR COURT REPORTING SERVICES

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

Authorize new agreements with various vendors to provide court reporting services to schools, departments and network offices at an estimated annual cost set forth in the Compensation Section of this report. 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 any Vendor 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:

16-350059

Contract Administrator:

Hernandez, Miss Patricia / 773-553-2280

## **VENDOR:**

1) Vendor # 15905 MCCORKLE LITIGATION SERVICES INC. 200 NORTH LASALLE STREET CHICAGO, IL 60601

> Sharon Buidosik 312 263-0052

Ownership: Katherine Mccorkle - 70%; Anthony Krause - 15% And Charles Mccorkle - 15%

2) Vendor # 18403 SANDY M. TOOMEY DBA TOOMEY REPORTING INC. 205 WEST RANDOLPH ST, STE 2201 CHICAGO, IL 60606

Sandy Toomey 312 853-0648

Ownership: Sandy Toomey - 100%

3) Vendor # 30235 URLAUB, BOWEN & ASSOCIATES, INC 20 NORTH CLARK ST., STE 1260 CHICAGO, IL 60602

> William Hurong 312 781-9586

Ownership: Donna Urlaub - 100%

## **USER INFORMATION:**

Project

Manager:

10210 - Law Office

42 West Madison Street

Chicago, IL 60602

Pudelek, Ms. Anne

773-553-1700

#### TERM:

The term of each agreement shall commence on May 1, 2017 and shall end April 30, 2020. The agreements shall have two (2) options to renew for periods of one (1) year each.

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

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

### **SCOPE OF SERVICES:**

Vendors shall provide certified court reporting and transcript services, on as needed basis. Vendors will take verbatim records at hearings, depositions, and various other meetings conducted by schools, departments and network offices.

## **DELIVERABLES:**

Vendors will provide transcripts in a format as requested by the Board.

#### OUTCOMES

Vendors' services will result in secure records for court hearings, depositions, arbitrations and other proceedings.

#### **COMPENSATION:**

Vendors shall be paid as follows: per transcript as described in their agreements, and/or hourly rate based on the type of request. Estimated annual costs for the three (3) year term are set forth below:

\$116,666 FY18

\$116.666 FY19

\$116,666 FY20

#### **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 General Counsel to execute all ancillary documents required to administer or effectuate the agreements.

#### AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation (M/WBE Program) in Goods and Services Contracts, the M/WBE goals for this contract include 30% MBE and 7% WBE. Aggregated compliance will be monitored on a quarterly basis. Note: All three vendors are 100% WBE.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Various Funds, Various Units, Not to exceed \$350,000.

FY18 \$116,666

FY19 \$116,666

FY20 \$116,666

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

Approved for Consideration:

JOSE ALFONSO DE HOYOS-ACOSTA

Chief Administrative Officer

Approved:

FORREST CLAYPOOL

Chief Executive Officer

Approved as to Legal Form: France K. Manner

RONALD L. MARMER

General Counsel

# REPORT ON PRINCIPAL CONTRACTS (NEW)

## THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:

Accept and file copies of the contracts with the principals listed below who were selected by the Local School pursuant to the Illinois School Code and the Uniform Principal's Performance Contract #14-0625-EX12.

**DESCRIPTION:** Recognize the selection by the local school councils of the individuals listed below to the position of principal subject to the Principal Eligibility Policy, #14-0723-PO1, and approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Talent Office has verified that the following individuals have met the requirements for eligibility.

<u>NAME</u>	FROM	<u>TO</u>
Andrea Black	Interim Principal Schmid	Contract Principal Schmid Network: 12 P.N. 118193 Commencing: 10/28/16 Ending: 10/27/20
Daniela Bylaitis	Acting Principal Inter-American	Contract Principal Inter-American Network: 4 P.N. 117547 Commencing: 7/1/17 Ending: 6/30/21
Ryan Coors	Interim Principal Norwood Park	Contract Principal Norwood Park Network: 1 P.N. 112014 Commencing: 7/1/17 Ending: 6/30/21
Jennifer Dixon	Interim Principal Palmer	Contract Principal Palmer Network: 1 P.N. 122584 Commencing: 7/1/17 Ending: 6/30/21
Gwyneth Kram	Interim Principal McCutheon	Contract Principal McCutcheon Network: 2 P.N. 130940 Commencing: 7/1/17 Ending: 6/30/21

Yolanda Luna-Mroz

Assistant Principal

Hamilton

Contract Principal

Decatur Classical

Network: 2 P.N. 119737

Commencing: 7/25/17

Ending: 7/24/21

Katherine Magnuson

Assistant Principal

Skinner North

Contract Principal

Skinner North Network: 4

P.N. 372752

Commencing: 4/4/17

Ending: 4/3/21

Jason Major

Interim Principal

Dever

Contract Principal

Dever

Network: 1 P.N. 119449

Commencing: 7/1/17 Ending: 6/30/21

**LSC REVIEW:** The respective Local School Councils have executed the Uniform Principal's Performance Contract with the individuals named above.

AFFIRMATIVE ACTION STATUS: None.

**FINANCIAL:** The salary of these individuals will be established in accordance with the provisions of the Administrative Compensation Plan.

**PERSONNEL IMPLICATIONS**: The positions to be affected by approval of this action are contained in the 2016-2017 school budget.

Approved for Consideration:

JANICE K. JACKSON Chief Education Officer Approved:

FORREST CLAYPOOL

Approved as to Legal Form:

RONALD L. MARMER General Counsel

# REPORT ON PRINCIPAL CONTRACTS (RENEWALS)

## THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:

Accept and file copies of the contracts with the principals listed below whose contracts were renewed by the Local School Councils pursuant to the Illinois School Code and the Uniform Principal's Performance Contract #09-0722-EX5 and #14-0624-EX12.

**DESCRIPTION:** Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Principal Eligibility Policy, #14-0723-PO1, and approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Illinois Administrators Academy has verified that the following principals have completed 20 hours of Professional Development. The **RENEWAL** contracts commence on the date specified in the contract and terminates on the date specified in the contract.

NAME	FROM	<u>TO</u>
David Belanger	Contract Principal Hanson Park	Contract Principal Hanson Park Network: 3 P.N. 137332 Commencing: 8/1/17 Ending: 7/31/21
Carolyn Epps	Contract Principal Morgan Park H.S.	Contract Principal Morgan Park Network: 10 P.N. 115985 Commencing: 3/25/17 Ending: 3/24/21
Salik Mukarram	Contract Principal Shoop	Contract Principal Shoop Network: 13 P.N. 117870 Commencing: 9/23/17 Ending: 9/22/21
John Nichols	Contract Principal Graham	Contract Principal Graham Network: 6 P.N. 117005 Commencing: 7/1/17 Ending: 6/30/21

Daniel Redmond

Contract Principal

Durkin Park

Contract Principal

Durkin Park Network: 10

P.N. 135825

Commencing: 7/1/17 Ending: 6/30/21

Minnie Watson

Contract Principal

DePriest

Contract Principal

DePriest

Network: 3 P.N. 130937

Commencing: 7/25/17

Ending: 7/24/21

**LSC REVIEW:** The respective Local School Councils have executed the Uniform Principal's Performance Contract with the individuals named above.

**AFFIRMATIVE ACTION STATUS: None.** 

**FINANCIAL:** The salary of these individuals will be established in accordance with the provisions of the Administrative Compensation Plan.

**PERSONNEL IMPLICATIONS**: The positions to be affected by approval of this action are contained in the 2016-2017 school budgets.

Approved for Consideration:

JANICE K. JACKSON Chien Education Office Approved:

FORREST CLAYPOOL Chief Executive Officer

Approved as to Legal Form:

RONALD L. MARMÈR General Counsel

## REPORT ON BOARD REPORT RESCISSIONS

## THE GENERAL COUNSEL REPORTS THE FOLLOWING:

- I. Extend the rescission dates contained in the following Board Reports to June 28, 2017 because the parties remain involved in good faith negotiations which are likely to result in an agreement and the user group(s) concurs with this extension:
  - 1. 15-0527-OP2: Approve Renewal Lease Agreement with Academy for Global Citizenship Charter School for the Hearst Annex School Building at 4941 W. 46<sup>th</sup> Street.

Services: Lease Agreement User Group: Real Estate Status: In negotiations

2. 15-0527-OP5: Approve Renewal Lease Agreement with Northwestern University Settlement Association for the Use of The Lozano School Building at 1424 North Cleaver Street.

Services: Lease Agreement User Group: Real Estate Status: In negotiations

3. 15-0527-OP8: Approve Renewal Lease Agreement with Urban Prep Academies Inc. for the Englewood School Building, 6201 South Stewart Avenue.

Services: Lease Agreement User Group: Real Estate Status: In negotiations

4. 16-0323-PR5: Authorize the First Renewal Agreement with Constellation Newenergy, Inc. for

The Supply of Electricity.
Services: Supply of Electricity

User Group: Facility Operations & Maintenance

Status: In negotiations

5. 16-0427-EX6: Authorize Renewal of the LEARN Charter School Agreement with Conditions.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

6. 16-0427-EX7: Authorize Renewal Agreement with Banner Learning Corp, - Chicago with Conditions for Alternative Learning Opportunities Program Services.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

7. 16-0427-EX9: Amend Board Report 15-0527-EX27: Amend Board Report 14-0723-EX4: Amend Board Report 14-0528-EX16; Amend Board Report 13-0724-EX3: Amend Board Report 13-0522-EX3: Approve Entering into Agreements with Various Providers for Alternative Learning Opportunities Program Services.

Services: Charter School

User Group: Office of Innovation and Incubation

8. 16-0427-EX11: Amend Board Report 15-0527-EX17; Amend Board Report 14-0528-EX5: Amend Board Report 13-0424-EX14: Amend Board Report 13-0227-EX10: Approve the Renewal of the Charter School Agreement with UNO Charter School.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

9. 16-0427-EX10: Amend and Ratify Board Report 15-1216-EX2: Amend Board Report 15-0527-EX22: Amend Board Report 14-1022-EX4: Amend Board Report 12-0328-EX11: Approve the Renewal of the Charter School Agreement with Chicago Charter School Foundation (Chicago International Charter School.)

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

10. 16-0427-EX14: Amend Board Report 15-1028-EX7: Amend Board Report 15-0624-EX7: Amend Board Report 14-0423-EX9: Amend Board Report 14-0226-EX9: Approve the Renewal of the Charter School Agreement with Noble Network of Charter Schools.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

11. 16-0427-EX19: Amend Board Report 15-0527-EX12: Authorize Renewal of the Legacy Charter School Agreement.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

12. 16-0427-EX20: Amend Board Report 15-0527-EX18: Amend Board Report 12-0328-EX12: Approve the Renewal of the Charter School Agreement with Perspectives Charter School.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

13. 16-0427-EX22: Amend Board Report 15-1028-EX6: Amend Board Report 15-0624-EX6: Amend Board Report 14-0122-EX7: Amend Board Report 13-0522-EX104: Amend Board Report 13-0424-EX7: Amend Board Report 12-0328-EX9: Amend Board Report 12-0125-EX3: Approve the Renewal of the Charter School Agreement with Academy of Communications and Technology Charter School/KIPP Chicago Schools (KIPP Chicago Charter Schools).

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

14. 16-0727-OP1: Approve Entering into an Intergovernmental Agreement with the County of Cook for the Lease of the Hanson Park Fieldhouse Site Located at Approximately 5501 W. Fullerton Avenue and Authorize Public Building Commission to Convey Title of the Hanson Park Property to the City of Chicago in Trust for Use of Schools.

Services: Lease Agreement User Group: Real Estate Status: In negotiations

15. 16-0727-PR1: Authorize a New Software License Agreement with Faria Systems for International Baccalaureate Managebac Software.

Services: Software License Agreement User Group: Teaching and Learning Office

16. 16-0727-PR3: Amend Board Report 15-1028-PR14: Authorize New Agreements with Various Vendors for Integrated Pest Management Services.

Services: Integrated Pest Management

User Group: Facility Operations & Maintenance

Status: The amendment to add Zone 12 to Pest Pros Unlimited, LLC is with the vendor for signature.

17. 16-0727-PR11: Authorize New Agreements with SCR Medical Transportation, Inc. and Reliant Transportation, Inc. for Para-Transit and Alternative Modes of Student Transportation Services

Services: Student Transportation Services

User Group: Student Transportation

Status: In negotiations

18. 16-0727-PR13: Authorize New Agreements with Office Depot and CDW-G for the Purchase of Audio Visual and Interactive Whiteboard Equipment.

Services: Purchase of Audio Visual and Interactive Whiteboard Equipment

User Group: Information & Technology Services

Status: 1 of 2 have been executed; the remaining agreement is in negotiations

19. 16-0928-PR11: Authorize a New Agreement with R.V. Kuhns and Associates, Inc. dba RVK, Inc, for Retirement Plans Consulting Services

Services: Consulting Services User Group: Talent Office Status: In negotiations

20. 16-1026-PR13: Authorize New Agreements with Various Vendors for Defined Contribution Retirement Services.

Services: Retirement Services User Group: Talent office Status: In negotiations

Additional Action: This matter was inadvertently omitted from the January 27, 2017 and March 22, 2017 rescission reports. The extension of the rescission date is ratified to take effect as of the prior date thereby extending the rescission date to May 24, 2017.

21. 16-1207-EX4: Authorize Renewal of the Catalyst Maria Charter School Agreement with Conditions.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

22. 16-1207-EX5: Authorize Renewal of the Chicago Excel Academy Agreement with Conditions.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

23. 16-1207-EX6: Authorize Renewal of the Chicago International Charter School Agreement with Conditions.

Services: Charter School

User Group: Office of Innovation and Incubation

24. 16-1207-EX7: Authorize Renewal of the Instituto Justice and Leadership Academy Charter

High School Agreement with Conditions.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

25. 16-1207-EX8: Authorize Renewal of the KIPP Chicago Charter Schools Agreement with

Conditions.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

26. 16-1207-EX9: Authorize Renewal of the Legal Prep Charter Academy Agreement with

Conditions.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

27. 16-1207-EX10: Authorize Renewal of the Montessori School of Englewood Charter

Agreement with Conditions. Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

28. 16-1207-EX11: Authorize Renewal of the Perspectives Charter School Agreement with

Conditions.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

29. 16-1207-EX12: Authorize Renewal of the Polaris Charter Academy Agreement with

Conditions.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

30, 16-1207-EX13: Authorize Renewal of the Providence Englewood Charter School Agreement

with Conditions.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

31. 17-0125-PR7: Authorize a New Agreement with E-Builder, Inc. for Construction

Management Software and Related Services.
Services: Construction Management Software
User Group: Facilities Operations and Maintenance

Status: In negotiations

32. 17-0125-PR12: Authorize a New License Agreement with Google Corporation for Enterprise

Email, Collaboration and Arching Software and Implementation and Archiving Services.

Services: Enterprise Email, Collaboration and Arching Software and Implementation and

Archiving User Group: Information & Technology Services

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.

Respectfully submitted:

Ronald L. Marmer, General Counsel

