



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

**Regular Meeting-Wednesday, August 22, 2018
10:30 A.M.
(42 West Madison Street)**

Published by the Authority of the Chicago Board of Education

**Frank M. Clark
President**

**Estela G. Beltran
Secretary**

ATTEST:


Secretary of the Board of Education
of the City of Chicago

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

PRESENT: Mr. Furlong, Mr. Guzman, Dr. Hines, Ms. Ward, and President Clark – 5*

***NOTE:** One vacancy exists on the Board.

ABSENT: Ms. Garza – 1

ALSO PRESENT: Dr. Janice Jackson, Chief Executive Officer, Mr. Joseph Moriarty, General Counsel, Ms. LaTanya McDade, Chief Education Officer, and Mr. Tony Howard, Executive Director of Access and Enrollment.

***NOTE:** The 2018-2019 Honorary Student Board Member position is not required to attend meetings until the September Board meeting.

ABSENT: None

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

President Clark thereupon opened the floor to the CEO report segment of the Board meeting. Dr. Janice Jackson, Chief Executive Officer, provided remarks on the Comprehensive Plan of Action to Protect our Students, in response to the Maggie Hickey preliminary report. Mr. Phil DiBartolo, Chief Information Technology Officer, provided a presentation on the Staff and Student Acceptable Use Policies [18-0822-PO1] and [18-0822-PO2].

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

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

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

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

Board Member Dr. Hines presented the following Motion:

18-0822-MO1

MOTION TO HOLD A CLOSED SESSION

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

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

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

Board Member Ward moved to adopt Motion 18-0822-MO1.

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

Yeas: Mr. Furlong, Mr. Guzman, Dr. Hines, Ms. Ward, and President Clark – 5

Nays: None

President Clark thereupon declared Motion 18-0822-MO1 adopted.

**CLOSED SESSION
RECORD OF CLOSED SESSION**

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

- (1) **The Closed Meeting was held on August 22, 2018, beginning at 1:32 p.m. at the CPS Loop Office, 42 W. Madison Street, Garden Level, Conference Room GC-116, and Chicago Illinois 60602.**
- (2) **PRESENT: Mr. Furlong, Mr. Guzman, Dr. Hines, Ms. Ward, and President Clark – 5**
- (3) **ABSENT: Ms. Garza – 1**
 - A. **Litigation**
 - B. **Counsel Retention**
 - C. **Warning Resolutions**
 - D. **Terminations**
 - E. **Personnel**
 - F. **Collective Bargaining**
 - G. **Real Estate**
 - H. **Security**
 - I. **Closed Session Minutes**
 - J. **Individual Student Matters**
 - K. **Other Reports**

No votes were taken in Closed Session.

After Closed Session the Board reconvened.

Members present after Closed Session: Mr. Furlong, Mr. Guzman, Dr. Hines, Ms. Ward, and President Clark – 5

Members absent after Closed Session: Ms. Garza – 1

President Clark thereupon proceeded with Agenda Items.

18-0822-AR2

AUTHORIZE RETENTION OF THE LAW OFFICE OF LINDA K. HOGAN

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Retention of the Law Office of Linda K. Hogan.

DESCRIPTION: The General Counsel requests authority to retain the Law Office of Linda K. Hogan, to represent the Board and its agents in the matter of *Sapia, et al., v. CBOE*, Case No. 14 C 7946, and such other legal matters as determined by the General Counsel. Authorization is requested in the amount of \$75,000 for the firm's services. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$75,000.00 to Law Department - Professional Services:
Budget Classification Fiscal Year 2019.....10210-115

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).

18-0822-AR3

AUTHORIZE RETENTION OF THE LAW FIRM
NIELSEN, ZEHE & ANTAS, P.C.

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Retention of the law firm Nielsen, Zehe & Antas, P.C.

DESCRIPTION: The General Counsel requests authority to retain the law firm of Nielsen, Zehe & Antas, P.C. to represent the Board and its agents in the matter of *John Doe et al. v. Board of Education of the City of Chicago*, Case No. 17 L 280, and such other legal matters as determined by the General Counsel. Authorization is requested in the amount of \$100,000 for the firm's services. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$100,000.00 to Tort Fund:
Budget Classification Fiscal Year 2019.....12460-210

GENERAL CONDITIONS:

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

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

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

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

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

18-0822-AR4

AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM BROTHERS & THOMPSON, P.C.

THE ACTING GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm Brothers & Thompson, P.C.

DESCRIPTION: The Acting General Counsel has continued retention of the law firm Brothers & Thompson, P.C. to represent a former Board agent in the matter of *Henson v. CBOE, et al*, Case No. 15 C 10056, to represent the Board in property tax appeals matters, in tenured teacher dismissal cases, and to provide counseling and representation in other matters as determined by the Acting General Counsel. Additional authorization is requested in the amount of \$75,000 for the firm's services. As invoices are received, they will be reviewed by the Acting General Counsel and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: This firm is a MBE.

FINANCIAL: Charge \$75,000.00 to Law Department - Professional Services:
Budget Classification Fiscal Year 2019.....10210-115

GENERAL CONDITIONS:

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

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

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

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

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

18-0822-AR5

AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM LEAHY, EISENBERG & FRAENKEL, LTD.

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm Leahy, Eisenberg & Fraenkel, Ltd.

DESCRIPTION: The General Counsel has continued retention of the law firm Leahy, Eisenberg & Fraenkel, Ltd. for representation in workers' compensation claims and such other legal matters as determined by the General Counsel. Additional authorization is requested in the amount of \$150,000 for the firm's services. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$150,000.00 to Talent Office - Professional Services:
Budget Classification Fiscal Year 2019.....12470-115

GENERAL CONDITIONS:

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

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

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

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

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

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

Yeas: Mr. Furlong, Mr. Guzman, Dr. Hines, Ms. Ward, and President Clark – 5

Nays: None

President Clark thereupon declared Board Reports 18-0822-AR2 through 18-0822-AR5 adopted.

18-0822-AR6

WORKERS’ COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR MARGOT FRANCO - CASE NOS. 06 WC 011366 and 06 WC 011367

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers’ Compensation claim for Margot Franco, Case Nos. 06 WC 011366 and 06 WC 011367 subject to the approval of the Illinois Workers’ Compensation Commission, in the amount of **\$217,463.00**.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers’ Compensation Fund - General Fixed Charges
Account #12470-210-57605-119004-000000 FY 2019.....\$217,463.00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

18-0822-AR7

**PERSONAL INJURY - AUTHORIZE PAYMENT OF SETTLEMENT FOR
CARLY PELAEZ - CASE NO. 15 L 004826**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the personal injury suit Carly Pelaez v. Board of Education of the City of Chicago, et, al., Case No. 15 L 004826 for **\$780,000.00**.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Litigated Tort Claims:
Account #12460-210-54535-231112-000000 FY 2019.....\$780,000.00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

18-0822-AR8

APPROVE PAYMENT OF PROPOSED SETTLEMENT REGARDING J.D.

THE GENERAL COUNSEL REPORTS THE FOLLOWING SETTLEMENT:

DESCRIPTION: Subject to Board approval, the Board and minor J.D.’s parents (Mary D. and Bryan D.), individually and as next friend of J.D. have reached a settlement, disposing of all J.D.’s and J.D.’s parent’s claims for attorneys’ fees and costs associated with the underlying special education due process proceeding and federal litigation case number 18-cv-04341. The General Counsel recommends approval of the settlement, which includes the payment of one hundred seventy thousand and 00/100 (\$170,000.00) for all of J.D.’s and J.D.’s parent’s claims for attorneys’ fees and costs.

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

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$170,000.00 as described above to the Law Department
Budget Classification Fiscal year 2019.....12470-115

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

GENERAL CONDITIONS:

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

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

President Clark indicated that if there are no objections, Board Reports 18-0822-AR6 through 18-0822-AR8 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 18-0822-AR6 through 18-0822-AR8 adopted.

18-0822-AR9

**TRANSFER AND APPOINT SENIOR ASSISTANT DEPUTY GENERAL COUNSEL
DEPARTMENT OF LAW
(Libby N. Massey)**

THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Transfer and appoint the following named individual to the position listed below effective August 23, 2018.

DESCRIPTION:

NAME:	FROM:	TO:
Libby N. Massey	Functional Title: Professional IV External Title: Assistant General Counsel Pay Band: A06 Department of Law Position No. 260228 Flat rate Annual Salary: \$80,000.00	Functional Title: Manager External Title: Senior Assistant General Counsel Pay Band: A07 Department of Law Position No. 498447 Flat rate Annual Salary: \$100,000.00

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

AFFIRMATIVE ACTION STATUS: Not applicable.

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

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the FY19 School budget.

18-0822-AR10

APPOINT ASSISTANT GENERAL COUNSEL
DEPARTMENT OF LAW
(Shemika E. Sanford)

THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Appoint the following named individual to the position listed below effective September 4, 2018.

DESCRIPTION:

NAME:	FROM:	TO:
Shemika E. Sanford	New Hire	Functional Title: Professional IV External Title: Assistant General Counsel Pay Band: A06 Department of Law Position No. 245031 Flat rate Annual Salary: \$78,700.00

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

AFFIRMATIVE ACTION STATUS: Not applicable.

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

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the FY19 School budget.

18-0822-AR11

APPOINT ASSISTANT GENERAL COUNSEL
DEPARTMENT OF LAW
(Courtney DelGiudice)

THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Appoint the following named individual to the position listed below effective September 10, 2018.

DESCRIPTION:

NAME:	FROM:	TO:
Courtney DelGiudice	New Hire	Functional Title: Professional IV External Title: Assistant General Counsel Pay Band: A06 Department of Law Position No. 245050 Flat rate Annual Salary: \$73,800.00

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

AFFIRMATIVE ACTION STATUS: Not applicable.

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

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the FY19 School budget.

President Clark indicated that if there are no objections, Board Reports 18-0822-AR9 through 18-0822-AR11 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 18-0822-AR9 through 18-0822-AR11 adopted.

18-0822-EX7

TRANSFER AND APPOINT CHIEF OF SCHOOLS EFFECTIVE JULY 22, 2018 AND RATIFY ALL LAWFUL ACTIONS TAKEN AS CHIEF OF SCHOOLS SINCE JULY 22, 2018 (JULIE MCGLADE)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

- (1) Transfer and appoint Julie Mcglade to the position of Chief of Schools, effective July 22, 2018 at the salary set forth below.
- (2) Ratify, adopt, and assume all lawful acts taken by Julie Mcglade as Chief of Schools between 12:00 a.m. July 22, 2018 and the Board's approval of this Board Report.

DESCRIPTION:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Julie Mcglade	External Title: Deputy Chief of Schools Functional Title: Deputy Chief Position No: 580002 Basic Salary: \$156,798.02 Pay Band: A08	External Title: Chief of Schools Functional Title: Chief Position No: 496635 Basic Salary: \$162,500 Pay Band: A09 Budget Classification: 02411.115.51100.221080.000000

FINANCIAL: The expenditure involved in this appointment is not in excess of the regular budget appropriation. The position approved by this action shall be included in the FY19 department budget.

18-0822-EX8

TRANSFER AND APPOINT CHIEF OF SCHOOLS EFFECTIVE JULY 22, 2018 AND RATIFY ALL LAWFUL ACTIONS TAKEN AS CHIEF OF SCHOOLS SINCE JULY 22, 2018 (JULIOUS LAWSON)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

- (1) Transfer and appoint Julious Lawson to the position of Chief of Schools, effective July 22, 2018 at the salary set forth below.
- (2) Ratify, adopt, and assume all lawful acts taken by Julious Lawson as Chief of Schools between 12:00 a.m. July 22, 2018 and the Board's approval of this Board Report.

DESCRIPTION:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Julious Lawson	External Title: Deputy Chief of Schools Functional Title: Deputy Position No: 496678 Basic Salary: \$153,750 Pay Band: A08	External Title: Chief of Schools Functional Title: Chief Position No: 496665 Basic Salary: \$162,500 Pay Band: A09 Budget Classification: 02511.115.51100.221080.000000

FINANCIAL: The expenditure involved in this appointment is not in excess of the regular budget appropriation. The position approved by this action shall be included in the FY19 department budget.

18-0822-EX9

TRANSFER AND APPOINT CHIEF OF SCHOOLS EFFECTIVE JULY 22, 2018 AND RATIFY ALL LAWFUL ACTIONS TAKEN AS CHIEF OF SCHOOLS SINCE JULY 22, 2018 (SHENETHE PARKS)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

- (1) Transfer and appoint Shenethe Parks to the position of Chief of Schools, effective July 22, 2018 at the salary set forth below.
- (2) Ratify, adopt, and assume all lawful acts taken by Shenethe Parks as Chief of Schools between 12:00 a.m. July 22, 2018 and the Board's approval of this Board Report.

DESCRIPTION:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Shenethe Parks	External Title: Deputy Chief of Schools Functional Title: Deputy Chief Position No: 580003 Basic Salary: \$153,750 Pay Band: A08	External Title: Chief of Schools Functional Title: Chief Position No: 496666 Basic Salary: \$162,500 Pay Band: A09 Budget Classification: 02521.115.51100.221080.000000

FINANCIAL: The expenditure involved in this appointment is not in excess of the regular budget appropriation. The position approved by this action shall be included in the FY19 department budget.

18-0822-EX10

TRANSFER AND APPOINT CHIEF OF SCHOOLS EFFECTIVE JULY 22, 2018 AND RATIFY ALL LAWFUL ACTIONS TAKEN AS CHIEF OF SCHOOLS SINCE JULY 22, 2018 (LAURA LEMONE)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

- (1) Transfer and appoint Laura Lemone to the position of Chief of Schools, effective July 22, 2018 at the salary set forth below.
- (2) Ratify, adopt, and assume all lawful acts taken by Laura Lemone as Chief of Schools between 12:00 a.m. July 22, 2018 and the Board's approval of this Board Report.

DESCRIPTION:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Laura Lemone	External Title: Principal Functional Title: Principal Position No: 121406 Basic Salary: \$149,354 Pay Band: A08	External Title: Chief of Schools Functional Title: Chief Position No: 589694 Basic Salary: \$162,500 Pay Band: A09 Budget Classification: 12670.115.51100.221080.000000

FINANCIAL: The expenditure involved in this appointment is not in excess of the regular budget appropriation. The position approved by this action shall be included in the FY19 department budget.

18-0822-EX11

TRANSFER AND APPOINT CHIEF OF SCHOOLS EFFECTIVE AUGUST 5, 2018 AND RATIFY ALL LAWFUL ACTIONS TAKEN AS CHIEF OF SCHOOLS SINCE AUGUST 5, 2018 (RANDEL JOSSERAND)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

- (1) Transfer and appoint Randel Josserand to the position of Chief of Schools, effective August 5, 2018 at the salary set forth below.
- (2) Ratify, adopt, and assume all lawful acts taken by Randel Josserand as Chief of Schools between 12:00 a.m. August 5, 2018 and the Board's approval of this Board Report.

DESCRIPTION:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Randel Josserand	External Title: Chief of Schools Functional Title: Chief Position No: 496637 Basic Salary: \$162,500 Pay Band: A08	External Title: Chief of Schools Functional Title: Chief Position No: 589695 Basic Salary: \$162,500 Pay Band: A09 Budget Classification: 12670.115.51100.221080.000000

FINANCIAL: The expenditure involved in this appointment is not in excess of the regular budget appropriation. The position approved by this action shall be included in the FY19 department budget.

18-0822-EX12

TRANSFER AND APPOINT CHIEF OF SCHOOLS EFFECTIVE JULY 22, 2018 AND RATIFY ALL LAWFUL ACTIONS TAKEN AS CHIEF OF SCHOOLS SINCE JULY 22, 2018 (MEGAN HOUGARD)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

- (1) Transfer and appoint Megan Hougard to the position of Chief of Schools, effective July 22, 2018 at the salary set forth below.
- (2) Ratify, adopt, and assume all lawful acts taken by Megan Hougard as Chief of Schools between 12:00 a.m. July 22, 2018 and the Board's approval of this Board Report.

DESCRIPTION:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Megan Hougard	External Title: Chief of Schools Functional Title: Chief Position No: 496665 Basic Salary: \$162,500 Pay Band: A08	External Title: Chief of Schools Functional Title: Chief Position No: 589696 Basic Salary: \$162,500 Pay Band: A09 Budget Classification: 12670.115.51100.221080.000000

FINANCIAL: The expenditure involved in this appointment is not in excess of the regular budget appropriation. The position approved by this action shall be included in the FY19 department budget.

18-0822-EX13

**APPROVE APPOINTMENT OF CHIEF OF SCHOOLS
EFFECTIVE SEPTEMBER 10, 2018
(ERICK PRUITT)**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT:

- 1) The Board approve the appointment of Erick Pruitt to the position of Chief of Schools, effective September 10, 2018 as set forth in the description below.

DESCRIPTION:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Erick Pruitt	New Employee	External Title: Chief of Schools Functional Title: Chief Position No: 561104 Basic Salary: \$162,500 Pay Band: A09 Budget Classification: 02671.115.52100.221080.000000

FINANCIAL:

The expenditure involved in this appointment is not in excess of the regular budget appropriation. The position approved by this action shall be included in the FY19 department budget. Chief of Schools is provided with a stipend for relocation and transition expenses at \$5,000 that is subject to repayment to the Board in the event this employee's employment is voluntarily terminated within 12 months of his hire date.

18-0822-EX14

PRINCIPAL CONTRACTS (RENEWALS ALSC)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the contracts of the principals listed below selected by the Chief Executive Officer after receiving the recommendation of the Woodlawn Community Elementary School and the Phoenix Military Academy High School appointed Local School Councils pursuant to Section 5/34-2.4b of the Illinois School Code.

DESCRIPTION: Employ the individuals named below to the position of principal subject to the Uniform Appointed Principal's Performance Contract #14-0625-EX12 and Principal Eligibility Policy #14-0723-PO1.

The Department of Principal Quality has verified that the following individuals have met the requirements for eligibility.

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Lowanda Bell	Contract Principal Woodlawn	Contract Principal Woodlawn Network: 9 P.N. 128205 Commencing: 9/17/18 Ending: 9/16/22
Ferdinand Wipachit	Contract Principal Phoenix Military Academy HS	Contract Principal Phoenix Military Academy HS Network: ISP P.N. 134419 Commencing: 7/1/19 Ending: 6/30/23

AUTHORIZATION: Authorize the General Counsel to include other relevant items and conditions in the written agreements. Authorize the President and Secretary to execute the agreement.

LSC REVIEW: The appointed Local School Councils have been advised of the Chief Executive Officer's selection of the named individuals as contract principal of Woodlawn Community Elementary School and Phoenix Military Academy High School.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: The salary of the named 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 2018-2019 school budget.

18-0822-EX15

**WARNING RESOLUTION – OLAYINKA MOHORN-MINTAH, TENURED TEACHER,
ASSIGNED TO TEAM ENGLEWOOD HIGH SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Clark Morgan and that a copy of this Board Report and Warning Resolution be served upon Olayinka Mohorn-Mintah.

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

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

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

**AFFIRMATIVE
ACTION REVIEW:** None.

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

**PERSONNEL
IMPLICATIONS:** None.

President Clark indicated that if there are no objections, Board Reports 18-0822-EX7 through 18-0822-EX15 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 18-0822-EX7 through 18-0822-EX15 adopted.

18-0822-EX16

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

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education: (i) find that the custodial parents of CPS pupil (I.D.# 50369096) were non-residents of the City of Chicago from the time the parents enrolled the pupil to the 2017-2018 academic school year, for the time that the identified student attended CPS schools; (ii) hold the pupil's custodial parents accountable as indebted to the Board for non-resident tuition for the pupil's attendance in the Chicago Public Schools for the pupil's respective times of enrollment, which occurred between the 2013-2014 school year to the 2017-2018 school year, in the total amount of \$59,421.98; (iii) reject any objections by the parent to the Board's findings; and (iv) disenroll the pupil from the pupil's current school of attendance.

DESCRIPTION:

Sections 10-20.12a and 10-20.12b (105 ILCS 5/10-20.12a and 10-20.12b) of the Illinois School Code and Board Rule 5-12 authorize and empower the Board to charge tuition, not exceeding 110% of the per capita cost of maintaining its schools during the preceding school year, to pupils enrolled in the Chicago Public Schools determined to be non-residents of the City of Chicago. Further, section 10-20.12b provides that a hearing be held, when requested by the person who enrolled the pupils, to determine whether or not a pupil who is believed to be a non-resident resides within the City of Chicago. If after notice of the initial determination of non-residency, the person who enrolled the pupil does not request a hearing or, if requested, the hearing results in a finding that the pupil does not reside in the district, the person who enrolled the pupil shall be charged tuition for the period of non-resident school attendance and the pupil shall be barred from attending school in the district. A hearing was held on July 31, 2018, before an independent Hearing Officer. The Board's findings are being adopted in accordance with the Hearing Officer's recommendation.

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

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

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

PERSONNEL IMPLICATIONS: None.

18-0822-EX17

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

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education: (i) find that the parent of CPS pupil (I.D.# 45237818) was a non-resident of the City of Chicago from the time they enrolled the pupil to the present academic school year, for the time that the identified pupil attended CPS schools; (ii) find that the custodial parent of CPS pupil (I.D. # 50210065) was a non-resident of the City of Chicago as of October 2017 while the pupil attended CPS schools; (iii) hold the pupil's (ID # 45237818) custodial parents accountable as indebted to the Board for non-resident tuition for the pupil's attendance in the Chicago Public Schools for the pupil's respective times of enrollment, which occurred in the 2017-2018 school year, in the total amount of \$13,467.82; (iv) reject any objections by the parents to the Board's findings; (v) disenroll both pupils (ID # 45237818 and ID # 50210065) from the pupils' current schools of attendance; and (vi) permanently ban pupil ID # 45237818 from attending any Selective Enrollment School or program for the life of his primary and secondary education.

DESCRIPTION:

Sections 10-20.12a and 10-20.12b (105 ILCS 5/10-20.12a and 10-20.12b) of the Illinois School Code and Board Rule 5-12 authorize and empower the Board to charge tuition, not exceeding 110% of the per capita cost of maintaining its schools during the preceding school year, to pupils enrolled in the Chicago Public Schools determined to be non-residents of the City of Chicago. Further, section 10-20.12b provides that a hearing be held, when requested by the person who enrolled the pupils, to determine whether or not a pupil who is believed to be a non-resident resides within the City of Chicago. If after notice of the initial determination of non-residency, the person who enrolled the pupil does not request a hearing or, if requested, the hearing results in a finding that the pupil does not reside in the district, the person who enrolled the pupil shall be charged tuition for the period of non-resident school attendance and the pupil shall be barred from attending school in the district. A hearing was held on July 30, 2018, before an independent Hearing Officer. The Board's findings are being adopted in accordance with the Hearing Officer's recommendation.

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

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

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

PERSONNEL IMPLICATIONS: None.

President Clark indicated that if there are no objections, Board Reports 18-0822-EX16 and 18-0822-EX17 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 18-0822-EX16 and 18-0822-EX17 adopted.

18-0822-RS4

RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING THE DISMISSAL OF OLAYINKA MOHORN-MINTAH, TENURED TEACHER ASSIGNED TO TEAM ENGLEWOOD COMMUNITY ACADEMY HIGH SCHOOL

WHEREAS, pursuant to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85, a dismissal hearing was conducted before an impartial hearing officer, Lisa Salkovitz Kohn, certified by the Illinois State Board of Education; and

WHEREAS, after the conclusion of the dismissal hearing afforded to Olayinka Mohom-Mintah, the Hearing Officer made written findings of fact and conclusions of law and recommended that Ms. Mohom-Mintah not be terminated; and

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

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

WHEREAS, the Board of Education of the City of Chicago partially accepts and partially rejects the factual findings and conclusions of law of the hearing officer and concludes that the record does not establish sufficient cause for dismissal of Ms. Mohom-Mintah.

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

Section 1: After considering (a) the Hearing Officer's findings of fact, conclusions of law and recommendation, (b) the record of the dismissal hearing, and (c) any exceptions and memoranda of law submitted by the parties, the Board of Education of the City of Chicago (the "Board") partially accepts and partially rejects the factual findings and conclusions of law of the hearing officer.

Section 2: The Board accepts the Hearing Officer's recommendation that Ms. Mohom-Mintah be reinstated and makes additional findings and conclusions as detailed in an Opinion and Order adopted under separate cover.

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

THEREFORE, this Resolution is hereby adopted by the members of the Board of Education of the City of Chicago on August 22, 2018.

The Secretary presented the following Statement for the Public Record:

For the record this report also adopts a Supplemental Opinion and Order under separate cover.

18-0822-RS5

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

WHEREAS, on August 17, 2018, the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel pursuant to Board Rule 4-1:

Name	School	Effective Date
Brian Brownlee	City Wide Facility Operations and Maintenance	August 22, 2018
Robert Flynn	Eric Solorio Academy High School	August 22, 2018
Isaac Galvan	Suder Montessori Magnet Elementary School	August 22, 2018
Ulysses Garcia	City Wide Facility Operations and Maintenance	August 22, 2018
Mayola Pineda	City Wide Facility Operations and Maintenance	August 22, 2018
Fernando Santos	Lindblom Math and Science Academy High School	August 22, 2018
Remie Williams	Alexander Hamilton Elementary School	August 22, 2018
Eric Williamson	Edwin G. Foreman High School	August 22, 2018

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That pursuant to Board Rule 4-1, the above-referenced educational support personnel are dismissed from Board employment effective on the date set opposite their names.
2. The Board hereby approves all actions taken by the Chief Executive Officer or her designee to effectuate the dismissal of the above-named educational support personnel.
3. The Chief Executive Officer or her designee shall notify the above-named educational support personnel of their dismissal.

18-0822-RS6

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

WHEREAS, on August 17, 2018, the Chief Executive Officer submitted written recommendations, including the reasons for the recommendations, to the Board to dismiss the following probationary appointed teachers pursuant to Board Rule 4-1 and 105 ILCS 5/34-84:

Name	School	Effective Date
Maria Bringley	Walter S. Christopher Elementary School	August 22, 2018
Nicole Carter	Myra Bradwell Communications Arts & Sciences	August 22, 2018
Del Rita Crapps	Myra Bradwell Communications Arts & Sciences	August 22, 2018
Gabriela De Loof	Ravenswood Elementary School	August 22, 2018
Rafia Haqque	Marcus Moziah Garvey Elementary School	August 22, 2018
Malcolm Hardiman	Orr Academy High School	August 22, 2018
Lawanda Miles	Spencer Math and Science Academy	August 22, 2018
Justin Moore	George Washington Carver Elementary School	August 22, 2018
Anna Pack	Lionel Hampton Fine & Performing Arts Elementary School	August 22, 2018
Andres Santiago	Gerald Delgado Kanoon Elementary Magnet School	August 22, 2018
Nicole Tzoumas	Alfred Nobel Elementary School	August 22, 2018
Larnard Young	Ludwig Van Beethoven Elementary School	August 22, 2018

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

The Secretary presented the following Statement for the Public Record:

For the record on August 17, 2018, the Board members and the Office of the Board received the CEO's recommendation to dismiss Probationary Appointed Teachers pursuant to Board Rule 4-1 and 105 ILCS 5/34-84. Her recommendation included the names of the teachers affected and the reasons. She also noted that the teachers affected will be notified of their dismissal after adoption of the Resolution.

18-0822-RS7

RESOLUTION AUTHORIZING THE HONORABLE TERMINATION OF REGULARLY CERTIFIED AND APPOINTED TEACHER

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

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

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

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

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

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

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

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

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

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

That this Resolution shall be effective upon adoption.

ATTACHMENT A

REASSIGNED TEACHER SCHEDULED FOR HONORABLE TERMINATION

LAST NAME	FIRST NAME	TERMINATION DATE
Dixon-Adams	Joni	August 22, 2018

President Clark indicated that if there are no objections, Board Reports 18-0822-RS4 through 18-0822-RS7 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 18-0822-RS4 through 18-0822-RS7 adopted.

Vice President Guzman presented the following Motion:

18-0822-MO2

**MOTION RE: ADOPT AND MAINTAIN AS CONFIDENTIAL
CLOSED SESSION MINUTES FROM JULY 25, 2018**

MOTION ADOPTED that the Board adopt the minutes of the closed session meeting of July 25, 2018 pursuant to Section 2.06 of the Open Meetings Act. Board Members reviewed these minutes and determined that the need for confidentiality exists. Therefore, the minutes of the closed session meeting held on July 25, 2018 shall be maintained as confidential and not available for public inspection.

Board Member Ward moved to adopt Motion 18-0822-MO2.

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

Yeas: Mr. Furlong, Mr. Guzman, Dr. Hines, Ms. Ward, and President Clark – 5

Nays: None

President Clark thereupon declared Motion 18-0822-MO2 adopted.

Board Member Furlong presented the following Motion:

18-0822-MO3

**MOTION RE: APPROVAL OF RECORD OF PROCEEDINGS OF MEETING
OPEN TO THE PUBLIC JULY 25, 2018**

MOTION ADOPTED that the record of proceedings of the Board Meeting of July 25, 2018 prepared by the Board Secretary be approved and that such records of proceedings be posted on the Chicago Board of Education website in accordance with Section 2.06(b) of the Open Meetings Act.

Board Member Dr. Hines moved to adopt Motion 18-0822-MO3.

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

Yeas: Mr. Furlong, Mr. Guzman, Dr. Hines, Ms. Ward, and President Clark – 5

Nays: None

President Clark thereupon declared Motion 18-0822-MO3 adopted.

18-0822-OP1

**DISPOSITION OF BIDS RECEIVED FOR THE SALE OF PROPERTY LOCATED AT
1326 S. AVERS AVENUE (FORMER HENSON ELEMENTARY SCHOOL)**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

That the Board request the Public Building Commission of Chicago ("PBC") and/or the City of Chicago ("City") convey to Single Room Housing Assistance Corporation ("SRHAC"), an Illinois Not-For Profit Corporation ("Purchaser"), the former Henson Elementary School site at 1326 S. Avers Avenue, Chicago, Illinois ("Property") as further described herein. The Offer to Purchase Real Estate contained in the bid solicitation, which has been executed by the Purchaser, will convert to a contract upon acceptance and execution by the Board. Information pertinent to this agreement is stated below.

LEGAL DESCRIPTION, PIN AND USE RESTRICTIONS: See the attached Exhibit A.

BID INFORMATION: In accordance with 105 ILCS 5/34-21, the Property was advertised for sale from April 5, 2018, through May 14, 2018. Bids were received by the Procurement Department by 2:00 p.m. on May 14, 2018, and opened on the same date. One bid was received for the Property from the following bidder:

<u>Bidder</u>	<u>Offer</u>
Single Room Housing Assistance Corp., NFP	\$55,000.00

The Purchaser's proposal is to convert and redevelop the Property with 80 affordable mini studios style apartments for adults, low and very low wage earners, service veterans, single mothers, individuals suffering from physical disabilities and chronic illness. In addition to housing, Purchaser will provide daycare services and offer community access to the gymnasium and select classrooms and other space in the building.

DISPOSITION APPRAISAL: A disposition appraisal of the Property was obtained by the Board indicating the disposition value as of April 2018, subject to the restrictive covenant and reverter described below, was:

Appraiser:	KMD Valuation Group, LLC
Disposition Value Estimate:	\$50,000 to \$100,000

RECOMMENDATION: The Property is not needed for school purposes. The Property previously housed the Henson Elementary School, which closed in 2013. The sale of the Property is in the best interests of the Board in accordance with 105 ILCS 5/34-21. The Purchaser's proposal is to redevelop the property with 80 units of affordable housing for adults, low and very low wage earners, service veterans, single mothers and individuals suffering from physical disabilities and chronic illness.

The PBC and/or the City shall include a restrictive covenant in the deed prohibiting the Property from being used as K-12 Charter school and requiring that the Purchaser obtain a certificate of occupancy from the City of Chicago within four (4) years of the date of the deed. The deed to the title will include this restriction. Title to the Property will revert back to the City of Chicago, in Trust for Use of Schools as legal title holder of record for the benefit of the Board if this restriction is breached without the Board's Chief Operating Officer or Administrative Officer's prior written approval. The Property shall be sold "As Is, Where Is." The deed shall provide the Board, the PBC and City shall be released and discharged from any and all future responsibility and liability relating to the Property's physical and environmental condition.

The appraisal and bid received were reviewed and it is recommended that the following bid be accepted:

Name:	Single Room Housing Assistance Corp., NFP
Address:	501 North Central Avenue, Chicago, Illinois 60644
Contact:	Eric Rubenstein, 312 212-1212, ericrubenstein@srhac.org
	Megan Fair, Special Projects Coordinator, 312 212-1212, Ext, 202, mfair@srhac.org
Amount:	\$55,000

AUTHORIZATION: Authorize the President and Secretary to execute the Offer to Purchase agreement and to modify the legal description if necessary upon receipt of a title commitment and survey. Authorize the PBC and/or the City to issue a deed in favor of Purchaser. Authorize the General Counsel to take any and all actions required to effectuate this transaction. Authorize the General Counsel and Chief Operating Officer or Administrative Officer to execute any and all ancillary documents required to administer or effectuate this transaction.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Is not applicable to this transaction.

FINANCIAL: Proceeds (Purchaser's bid price, less closing costs and seller's brokerage fee) to be credited to the Capital Asset Fund.

GENERAL CONDITIONS:

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

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

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

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

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

EXHIBIT A

PROPERTY OFFERED FOR SALE

THE BOARD RESERVES THE RIGHT TO MAKE CHANGES AS NECESSARY.

PROPERTY: FORMER MATTHEW A. HENSON SCHOOL

ADDRESS: 1326 S. AVERS AVE. (MAIN SCHOOL BUILDING), 1306 S. AVERS AVE AND 1335 S. SPRINGFIELD AVE. (VACANT LOTS) CHICAGO, ILLINOIS 60623

PINs: 16-23-109-001, 16-23-109-032, 16-23-109-042 and 16-23-109-043
(TITLE HELD BY THE PUBLIC BUILDING COMMISSION OF CHICAGO)

LEGAL DESCRIPTION:

LOTS 1 TO 13 INCLUSIVE, LOTS 35 TO 45, INCLUSIVE, AND PARTS OF LOTS 14 AND 46 (EXCEPT THOSE PARTS OPENED FOR PUBLIC ALLEYS) IN BLOCK 6 FRANK WELLS AND COMPANY'S BOULEVARD SUBDIVISION OF THE NORTH WEST QUARTER OF THE NORTH WEST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND VACATED ALLEY.

PINs: 16-23-109-022
(TITLE HELD BY THE CITY OF CHICAGO, IN TRUST FOR THE USE OF SCHOOLS)

LEGAL DESCRIPTION:

LOTS 47 AND 48 IN BLOCK 6 IN FRANK WELLS AND COMPANY'S BOULEVARD SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PINs: 16-23-109-013
(TITLE HELD BY THE CITY OF CHICAGO, IN TRUST FOR THE USE OF SCHOOLS)

THE SOUTH 7 FEET OF LOT 14 AND THE NORTH 21 FEET OF LOT 15 IN BLOCK 6 IN FRANK WELLS AND COMPANY'S BOULEVARD SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

USE RESTRICTION:

THE PROPERTY MAY NOT BE USED AS A K-12 CHARTER SCHOOL.

THE DEED FOR THE PROPERTY WILL INCLUDE THIS USE RESTRICTION. TITLE TO THE PROPERTY WILL REVERT BACK TO THE CITY OF CHICAGO, IN TRUST FOR USE OF SCHOOLS, AS LEGAL TITLE HOLDER OF RECORD FOR THE BENEFIT OF THE CHICAGO BOARD OF EDUCATION ("BOARD") IF THIS RESTRICTION IS BREACHED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD'S CHIEF OPERATING OR CHIEF ADMINISTRATIVE OFFICER.

GRANTEE MUST OBTAIN A CERTIFICATE OF OCCUPANCY FROM THE CITY OF CHICAGO WITHIN FOUR YEARS OF THE DATE OF THE DEED.

18-0822-OP2

**DISPOSITION OF BIDS RECEIVED FOR THE SALE OF PROPERTY LOCATED AT
412 S. KEELER AVENUE (FORMER MELODY ELEMENTARY SCHOOL)**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

That the Board request the Public Building Commission of Chicago ("PBC") and/or the City of Chicago ("City") convey to Single Room Housing Assistance Corporation ("SRHAC"), an Illinois Not-For Profit Corporation ("Purchaser"), the former Melody Elementary School site at 412 S. Keeler Avenue, Chicago, Illinois ("Property") as further described herein. The Offer to Purchase Real Estate contained in the bid solicitation, which has been executed by the Purchaser, will convert to a contract upon acceptance and execution by the Board. Information pertinent to this agreement is stated below.

LEGAL DESCRIPTION, PIN AND USE RESTRICTIONS: See the attached Exhibit A.

BID INFORMATION: In accordance with 105 ILCS 5/34-21, the Property was advertised for sale from April 5, 2018, through May 14, 2018. Bids were received by the Procurement Department by 2:00 p.m. on May 14, 2018, and opened on the same date. One bid was received for the Property from the following bidder:

<u>Bidder</u>	<u>Offer</u>
Single Room Housing Assistance Corp., NFP	\$80,000.00

The Purchaser's proposal is to convert and redevelop the Property with 80 affordable mini studios style apartments for adults for low and very low waged earners, service veterans, single mothers, individuals suffering from physical disabilities and chronic illness. In addition to housing, Purchaser will provide daycare services and offer community access to the gymnasium and select classrooms and other public space.

DISPOSITION APPRAISAL: A disposition appraisal of the Property was obtained by the Board indicating the disposition value as of April 2018, subject to the restrictive covenant and reverter described below, was:

Appraiser:	KMD Valuation Group, LLC
Disposition Value Estimate:	\$50,000 to \$100,000

RECOMMENDATION: The Property is not needed for school purposes. The Property previously housed the Melody Elementary School, which closed in 2013. The sale of the Property is in the best interests of the Board in accordance with 105 ILCS 5/34-21. The Purchaser's proposal is to redevelop the property with 80 units of affordable housing for adults low and very low wage earners, service veterans, single mothers and individuals suffering from physical disabilities and chronic illness.

The PBC and/or the City shall include a restrictive covenant in the deed prohibiting the Property from being used as K-12 Charter school and requiring that the Purchaser obtain a certificate of occupancy from the City of Chicago within four (4) years of the date of the deed. The deed to the title will include this restriction. Title to the Property will revert back to the City of Chicago, in Trust for Use of Schools as legal title holder of record for the benefit of the Board if this restriction is breached without the Board's Chief Operating Officer or Administrative Officer's prior written approval. The Property shall be sold "As Is, Where Is." The deed shall provide the Board, the PBC and City shall be released and discharged from any and all future responsibility and liability relating to the Property's physical and environmental condition.

The appraisal and the bid received were reviewed and it is recommended that the following bid be accepted:

Name:	Single Room Housing Assistance Corp., NFP
Address:	501 North Central Avenue, Chicago, Illinois 60644
Contact:	Eric Rubenstein, 312 212-1212, ericrubenstein@srhac.org Megan Fair, Special Projects Coordinator, 312 212-1212, Ext. 202, mfair@srhac.org
Amount:	\$80,000

AUTHORIZATION: Authorize the President and Secretary to execute the Offer to Purchase agreement and to modify the legal description if necessary upon receipt of a title commitment and survey. Authorize the PBC and/or the City to issue a deed in favor of Purchaser. Authorize the General Counsel to take any and all actions required to effectuate this transaction. Authorize the General Counsel and Chief Operating Officer or Administrative Officer to execute any and all ancillary documents required to administer or effectuate this transaction.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Is not applicable to this transaction.

FINANCIAL: Proceeds (Purchaser's bid price, less closing costs and seller's brokerage fee) to be credited to the Capital Asset Fund.

GENERAL CONDITIONS:

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

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

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

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

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

EXHIBIT A

PROPERTY OFFERED FOR SALE

THE BOARD RESERVES THE RIGHT TO MAKE CHANGES AS NECESSARY.

PROPERTY: FORMER MELODY ELEMENTARY SCHOOL,

ADDRESS: 412 S. KEELER (MAIN SCHOOL BUILDING) AND 4153-4159 W. VAN BUREN 407-09 S. KEELER (PARKING LOT) AND 4222 W. CONGRESS PARKWAY (VACANT LOT), CHICAGO, IL. 60624

LEGAL DESCRIPTION:

LOTS 12 THROUGH 33 AND THE VACATED EAST-WEST ALLEY WHICH LIES NORTH OF AND ADJACENT TO LOTS 25 THROUGH 33 (EXCEPT THE WEST 16 FEET OF SAID LOT 33) AND SOUTH OF AND ADJACENT TO LOTS 16 (EXCEPT THE WEST 16 FEET THEREOF) AND LOTS 17 THROUGH 24 ALL IN BLOCK 1 IN COLORADO SECOND ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOTS 3 AND 4 OF CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 16-15-225-048 and 16-15-225-049
(TITLE HELD BY THE PUBLIC BUILDING COMMISSION OF CHICAGO)

LOT 34 IN BLOCK 1 IN COLORADO SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOTS 3 AND 4 IN CIRCUIT COURT PARTITION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-15-225-038
(TITLE HELD BY THE CITY OF CHICAGO, IN TRUST FOR THE USE OF SCHOOLS)

LOTS 1, 2 AND 3 IN BLOCK 2 IN COLORADO ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH HALF OF THE SOUTH EAST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 16-15-226-001 and 16-15-226-002
(TITLE HELD BY THE CITY OF CHICAGO, IN TRUST FOR THE USE OF SCHOOLS)

USE RESTRICTION:

THE PROPERTY MAY NOT BE USED AS A K-12 CHARTER SCHOOL

THE DEED FOR THE PROPERTY WILL INCLUDE THIS USE RESTRICTION. TITLE TO THE PROPERTY WILL REVERT BACK TO THE CITY OF CHICAGO, IN TRUST FOR USE OF SCHOOLS, AS LEGAL TITLE HOLDER OF RECORD FOR THE BENEFIT OF THE CHICAGO BOARD OF EDUCATION ("BOARD") IF THIS RESTRICTION IS BREACHED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD'S CHIEF OPERATING OR CHIEF ADMINISTRATIVE OFFICER.

GRANTEE MUST OBTAIN A CERTIFICATE OF OCCUPANCY FROM THE CITY OF CHICAGO WITHIN FOUR YEARS OF THE DATE OF THE DEED.

18-0822-OP3

**DISPOSITION OF BIDS RECEIVED FOR THE SALE OF THE
PROPERTY LOCATED AT 11725 S. PERRY AVENUE
(FORMER SONGHAI ELEMENTARY SCHOOL)**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

That the Board request the Public Building Commission of Chicago ("PBC") and/or the City of Chicago ("City") convey to Songhai, LLC, an Illinois Limited Liability Company ("Grantee") the former Songhai Elementary School located at 11725 S. Perry Avenue, Chicago, Illinois ("Property") as further described herein. The Offer to Purchase Real Estate contained in the bid solicitation, submitted by VLV Development & Financial Services Corporation on behalf of the Grantee, will convert to a contract upon acceptance and execution by the Board. Information pertinent to this agreement is stated below.

LEGAL DESCRIPTION, PIN AND USE RESTRICTIONS: See the attached Exhibit A.

BID INFORMATION: In accordance with 105 ILCS 5/34-21, the Property was advertised for sale from April 5, 2018, through May 14, 2018. Bids were due on or before 2:00 p.m. on May 14, 2018. The Procurement Department received one bid for the Property on May 14, 2018 from the following bidder:

<u>Bidder:</u>	<u>Bid Amount</u>
VLV Development & Financial Service Corporation	\$125,000

APPRAISAL: A disposition appraisal of the Property was obtained by the Board indicating the disposition value as of April 2018, subject to the restrictive covenant and reverter described below, was:

Appraiser:	KMD Valuation Group, LLC
Disposition Value:	\$125,000

RECOMMENDATION: The Property is not needed for school purposes. The Property previously housed the Songhai Elementary School, which closed in 2013. The sale of the Property is in the best interests of the Board in accordance with 105 ILCS 5/34-21. The Grantee's proposal is to redevelop the Property for homeless veterans housing and as a clean energy facility.

The PBC and/or the City shall include a restrictive covenant in the deed prohibiting the Property from being used as K-12 Charter school and requiring that all or a portion of the former Songhai Elementary School site be used for one or more of the uses listed on Exhibit A attached hereto. The deed to the Property will include the use restriction on Exhibit A. Title to the Property will revert back to the City of Chicago, in Trust for Use of Schools as legal title holder of record for the benefit of the Board if this restriction is breached without the Board's Chief Operating or Chief Administrative Officer's prior written approval. In addition, the Grantee must obtain a certificate of occupancy from the City of Chicago within four years of the date of the deed. The Property shall be sold "As Is, Where Is." The deed shall provide the Board, the PBC and the City shall be released and discharged from any and all future responsibility and liability relating to the Property's physical and environmental condition.

The disposition appraisal and bid for the Property were reviewed and it is recommended that the following bid be accepted:

Bidder:	VLV Development and Financial Services Corporation
Address:	47 W. Polk Street, Suite 348, Chicago, IL 60605
Contact:	Van L. Vincent @ vlv@vlvdevelopment.com phone: 773 991-9857
Bid Amount:	\$125,000
Grantee:	Songhai, LLC

AUTHORIZATION: Authorize the President and Secretary to execute the Offer to Purchase Agreement and to modify the legal description if necessary upon receipt of a title commitment and survey. Authorize the PBC or the City to issue a deed to the Grantee. Authorize the General Counsel to take any and all actions required to effectuate this transaction. Authorize the General Counsel and Chief Operating Officer to execute any and all ancillary documents required to administer or effectuate this transaction, including assignment of license agreements pertaining to the Property.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Is not applicable to this transaction.

FINANCIAL: Proceeds (Purchaser's bid price, less closing costs and seller's brokerage fee) to be credited to the Capital Asset Fund.

GENERAL CONDITIONS:

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

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

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

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

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

**EXHIBIT A
PROPERTY OFFERED FOR SALE**

THE BOARD RESERVES THE RIGHT TO MAKE CHANGES AS NECESSARY.

PROPERTY FORMER SONGHAI SCHOOL

ADDRESS: 11725 S. PERRY AVENUE, CHICAGO, ILLINOIS

PINs: 25-21-420-006, 25-21-420-007, 25-21-420-008, 25-21-420-029 and 25-21-420-034

LEGAL DESCRIPTION:

PARCEL 1:

THE SOUTH 9 FEET OF LOT 17, ALL OF LOTS 18 TO 32, INCLUSIVE, AND NORTH 1/3 OF LOT 33 OF BLOCK 5, IN FALLIS AND GANO'S ADDITION TO PULLMAN, BEING A SUBDIVISION OF THAT PART LYING EAST OF THE WEST 49 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND VACATED ALLEYS; ALSO

PARCEL 2:

LOTS 15 TO 30, INCLUSIVE, OF BLOCK 6 IN WALTER H. FIELD'S ADDITION TO PULLMAN, BEING A SUBDIVISION OF BLOCKS 3 TO 6 OF ALLEN'S SUBDIVISION OF WEST 49 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS, AND VACATED ALLEY; ALSO

PARCEL 3:

LOTS 6 TO 14, INCLUSIVE, OF BLOCK 6 IN WALTER H. FIELD'S ADDITION TO PULLMAN, BEING A SUBDIVISION OF BLOCKS 3 TO 6 OF ALLEN'S SUBDIVISION OF WEST 49 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

USE RESTRICTION:

ALL OR A PORTION OF THE FORMER SONGHAI SITE MUST BE USED FOR ONE OR MORE OF THE FOLLOWING:

- (1) YOUTH, ADULT, SENIOR AND VETERAN SERVICES, INCLUDING, BUT NOT LIMITED TO RECREATIONAL, EDUCATIONAL, COUNSELING, THERAPEUTIC AND MENTORING PROGRAMS THAT ENCOURAGE JOB MARKETABILITY, ACADEMIC ENHANCEMENT, PHYSICAL AND/OR MENTAL HEALTH AND WELLBEING;
- (2) CAREER, TRADE AND BUSINESS TRAINING AND PLACEMENT PROGRAMS AND SERVICES;
- (3) RETAIL SPACE;
- (4) VETERANS' AND/OR SENIOR HOUSING;
- (5) TECHNOLOGY SPACE AND PROGRAMMING;
- (1.) STORAGE (NONTOXIC ITEMS); AND
- (2.) LIGHT MANUFACTURING AND RELATED OFFICES.

IN ADDITION, THE PROPERTY **MAY NOT BE** USED FOR ANY OF THE FOLLOWING:

- (1) THE SALE, DISTRIBUTION, CONSUMPTION AND MANUFACTURE OF LIQUOR, FIREARMS, DRUGS OR ENVIRONMENTALLY HAZARDOUS SUBSTANCES;
- (2) K-12 PUBLIC OR CHARTER, OR TUITION FREE SCHOOL PURPOSES; OR
- (3) THE STORAGE OR RECYCLING OF WASTE RELATED PRODUCTS.

THE DEED FOR THE PROPERTY WILL INCLUDE THIS USE RESTRICTION. TITLE TO THE PROPERTY WILL REVERT BACK TO THE CITY OF CHICAGO, IN TRUST FOR USE OF SCHOOLS, AS LEGAL TITLE HOLDER OF RECORD FOR THE BENEFIT OF THE CHICAGO BOARD OF EDUCATION ("BOARD") IF THIS RESTRICTION IS BREACHED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD'S CHIEF OPERATING OR CHIEF ADMINISTRATIVE OFFICER.

GRANTEE MUST OBTAIN A CERTIFICATE OF OCCUPANCY FROM THE CITY OF CHICAGO WITHIN FOUR YEARS OF THE DATE OF THE DEED

18-0822-OP4

**DISPOSITION OF BIDS RECEIVED FOR THE SALE OF PROPERTY
COMMONLY KNOWN AS 7025 S. PRINCETON
(FORMER YALE ELEMENTARY SCHOOL)**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

That the Board request the Public Building Commission of Chicago ("PBC") and/or the City of Chicago ("City"), as necessary, convey to Climate Leadership Innovation Center, LLC ("Grantee") the former Yale Elementary School site at 7025 S. Princeton Avenue Chicago, Illinois ("Property") as further described herein. The Offer to Purchase Real Estate contained in the bid solicitation, submitted by VLV Development and Financial Services Corporation on behalf of the Grantee, will convert to a contract upon acceptance and execution by the Board. Information pertinent to this agreement is stated below.

LEGAL DESCRIPTION, ADDRESSES & PINS: See the attached Exhibit A.

BID INFORMATION: In accordance with 105 ILCS 5/34-21, the Property was advertised for sale from April 5, 2018 through May 14, 2018. Bids were received by the Procurement Department by 2:00 p.m. on May 14, 2018 and opened on the same date. The following two bids were received for the Property:

Bidder	Initial Offer	Best and Final Offer
King Cyrus Grand Lodge	\$55,000	\$55,000
VLV Development and Financial Services, Corp.	\$55,000	\$65,000

APPRAISAL: A disposition appraisal of the Property was obtained by the Board indicating the disposition value as of April 2018, subject to the restrictive covenant and reverter described below, was:

Appraiser: KMD Valuation Group, LLC
Disposition Value: \$50,000 - \$100,000

RECOMMENDATION: The Property is not needed for school purposes. The Property previously housed the Yale Elementary School which closed in 2013. The sale of the Property is in the best interests of the Board in accordance with 105 ILCS 5/34-21. The Grantee's proposal is to redevelop the Property as a clean energy demonstration, manufacturing/logistics and training facility.

The PBC and/or City, shall include a restrictive covenant in the deed prohibiting the Property from being used as a K-12 charter school. Title to the Property will revert back to the City of Chicago, in Trust for Use of Schools, as legal title holder of record for the benefit of the Board if this restriction is breached without the Board's Chief Operating or Chief Administrative Officer's prior written approval. The Grantee must obtain a Certificate of Occupancy from the City of Chicago within four (4) years of the date of the deed. The Property shall be sold "As Is, Where Is." The deed shall provide the Board, the PBC and City shall be released and discharged from any and all future responsibility and liability relating to the Property's physical and environmental condition.

The disposition appraisal and bids received were reviewed and it is recommended that the following bid be accepted:

Bidder: VLV Development & Financial Services, Corp.
Address: 47 W. Polk Street Suite 348 Chicago, IL 60605
Contact: Van Vincent vlv@vlvdevelopment.com 773-991-9857
Bid Amount: \$65,000 (Best and Final Offer)
Grantee: Climate Leadership Innovation Center, LLC

AUTHORIZATION: Authorize the President and Secretary to execute the Offer to Purchase agreement and to modify the legal description if necessary upon receipt of a title commitment and survey. Authorize the PBC and City to issue deeds in favor of Purchaser. Authorize the General Counsel to take any and all actions required to effectuate this transaction. Authorize the General Counsel, the Chief Operating Officer and the Chief Administrative Officer to execute any and all ancillary documents required to administer or effectuate this transaction.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Proceeds (Purchaser's best and final offer, less closing costs) to be credited to the Capital Asset Fund.

GENERAL CONDITIONS:

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

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

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

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

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

**EXHIBIT A
PROPERTY OFFERED FOR SALE
The Board reserves right to make changes as necessary.**

PROPERTY FORMER YALE SCHOOL

ADDRESS: 7025 SOUTH PRINCETON AVE. (MAIN BUILDING) AND 7004 AND 7034 SOUTH PRINCETON AVE. (VACANT LAND), CHICAGO, ILLINOIS 60621

LEGAL DESCRIPTION:

LOT 1, NORTH 49.2 FEET OF LOT 2 AND ALL 10, 11 AND 12 IN BLOCK 13 IN NORMAL SCHOOL SUBDIVISION OF WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND VACATED SOUTH PRINCETON AVENUE.

PIN: 20-21-421-025
(TITLE HELD BY THE PUBLIC BUILDING COMMISSION OF CHICAGO)

LOTS 1 TO 6, BOTH INCLUSIVE, IN BLOCK 11, IN NORMAL SCHOOL SUBDIVISION OF WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND VACATED SOUTH PRINCETON AVENUE.

ALSO

LOT 1 IN MALONEY'S SUBDIVISION OF LOTS 1 AND 2 (EXCEPT THE SOUTH 33 FEET THEREOF) IN BLOCK 12 IN NORMAL SCHOOL SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 20-21-420-047 AND 20-21-420-031
(TITLE HELD BY CITY OF CHICAGO IN TRUST FOR USE OF SCHOOLS)

USE RESTRICTION:

THE PROPERTY MAY NOT BE USED AS A K-12 CHARTER SCHOOL

THE DEED FOR THE PROPERTY WILL INCLUDE THIS USE RESTRICTION. TITLE TO THE PROPERTY WILL REVERT BACK TO THE CITY OF CHICAGO, IN TRUST FOR USE OF SCHOOLS, AS LEGAL TITLE HOLDER OF RECORD FOR THE BENEFIT OF THE BOARD IF THIS RESTRICTION IS BREACHED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD'S CHIEF OPERATING OR CHIEF ADMINISTRATIVE OFFICER.

GRANTEE MUST OBTAIN A CERTIFICATE OF OCCUPANCY FROM THE CITY OF CHICAGO WITHIN FOUR YEARS OF THE DATE OF THE DEED.

18-0822-OP5

**AMEND BOARD REPORT 17-1025-OP1
APPROVE ENTERING INTO A SHARED USE AGREEMENT AND
TEMPORARY CONSTRUCTION LICENSE AGREEMENT WITH THE INNER CITY EDUCATION
AND RECREATION FOUNDATION FOR ATHLETIC FACILITIES, IMPROVEMENTS
AND PROGRAMS AT SMYTH ELEMENTARY SCHOOL**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

The purpose of this Board Report is to authorize the Board to enter into (1.) A Shared Use Agreement with the Inner City Education and Recreation Foundation (ICERF) an Illinois Not for Profit Corporation, for the construction and use of shared Athletic Facilities on the property described on Exhibits A and B ("Shared Use Agreement"); (2.) a Temporary Construction License Agreement ("TCLA") with ICERF for the construction of the Athletic Facilities shown on Exhibit B and proposed improvements to Smyth School identified on Exhibit C ("School Improvements"), and (3.) To authorize the Chief Administrative Operating Officer ("CAO") ("COO") and Chief of Capital Improvements to negotiate the final terms and

conditions of the Shared Use Agreement and TCLA with ICERF. The authority granted herein shall automatically rescind in the event the Shared Use Agreement and TCLA are not executed within 120 days of the date of this Board Report. Information pertinent to the Shared Use Agreement and TCLA are stated as follows.

This August 2018 Amendment is to (1) change the size and dimensions of the Smyth School property to be used for the Shared Athletic Facilities described below and on Exhibits A and B and (2) to authorize the Chief Operating Officer and the Chief of Capital Improvements to negotiate the terms and conditions of the Shared Use Agreement, School Improvements and Temporary Construction License Agreement. The authority granted herein shall automatically rescind in the event the Shared Use Agreement and TCLA are not executed within 120 days of the date of this Board Report.

PARTIES:	Chicago Board of Education 42 W. Madison Chicago, IL 60602 Contact: Chief Operating Officer Phone: 773-553-2900	Inner City Education and Recreation Foundation 1019 S. May Street Chicago, IL, 60608 Contact: John Chandler Phone: 312-421-5900 X330
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CHICAGO BOARD OF EDUCATION PROPERTY TO BE SUBJECT TO THE THIRTY (30) YEAR NON-REVOCABLE SHARED USE AGREEMENT: Approximately ~~34,432 SF~~ or ~~72~~ 41,360 SF or .95 acres of land generally described on Exhibit A attached hereto. Exact legal description to be inserted upon receipt of survey.

INNER CITY EDUCATION AND RECREATION FOUNDATION PROPERTY TO BE SUBJECT TO THIRTY (30) YEAR SHARED USE AGREEMENT: Approximately 9.5 acres of land described on Exhibit A attached hereto. Exact legal description to be inserted upon receipt of survey.

SHARED USE AGREEMENT: Shall cover the Athletic Facilities to be constructed by ICERF on the Board Property and ICERF property described on Exhibit A and as shown on Exhibit B. The shared Athletic Facilities shall include a new football field, 400 meter track, baseball and soccer field ("Athletic Facilities"). Under the Shared Use Agreement, Smyth School shall have first priority to use the Athletic Facilities, Monday through Friday 8:00 a.m. to 3:00 p.m. during the school year; ICERF shall have priority use at all other times. Smyth School may use the Athletic Facilities when they are not being used by ICERF. ICERF shall designate a scheduler and manager of the Athletic Facilities. ICERF will be responsible for construction, maintenance and all costs related to the use and operation of the Athletic Facilities. The Board shall not be required to pay any fees to use the Athletic Facilities. Smyth School shall also be able to use the St. Ignatius garden immediately north of the School on the east side of Blue Island Avenue.

TERM: The term of the Shared Use Agreement shall commence on the date the agreement is signed and shall end 30 years thereafter.

TEMPORARY CONSTRUCTION LICENSE AGREEMENT: The Board will grant ICERF a Temporary Construction License (TCL) over a portion of the Smyth School Property at 1059 W. 13th Street (Smyth) for the construction of the Athletic Facilities identified on Exhibit B and the School Improvements identified on Exhibit C. The location and timing for the construction of the improvements on the School Property shall be coordinated with the Chief of Capital Improvements, the Smyth School Principal and Engineer.

CONSIDERATION: ICERF will construct and install at its expense, the School Improvements identified on Exhibit C pursuant to the construction plans and design specifications submitted by the Board. All capital improvements, construction plans, permits and programming are to be approved by the Board's Chief of Capital Improvements. The Board shall assist ICERF obtain the necessary permits for the improvements.

AUTHORIZATION: Authorize the President and the Secretary to execute the thirty (30) year Shared Use Agreement with ICERF. Authorize the Chief Administrative Operating Officer and Chief of Capital Improvements to: (1.) negotiate the final terms and conditions in the Shared Use Agreement, (2.) negotiate and approve the construction plans and design for the school improvements to be made by ICERF at Smyth School, (3.) execute the Temporary Construction License Agreement for the Shared Athletic Facilities and School Improvements and (4.) obtain or authorize construction permits for the improvements to be made at or on Smyth School property. Authorize the General Counsel to include other relevant terms and conditions, including indemnification, in the Shared Use Agreement and Temporary Construction License Agreements as may be required. Authorize and request the PBC, as title holder, to execute any documents required for the Board to enter into the Shared Use and Temporary Construction License Agreements with ICERF or to obtain permits for the construction of the improvements.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: \$50,000 for Preliminary Conceptual Engineering, Conceptual Architectural Design, Peer Review and Permit fees only

GENERAL CONDITIONS:

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

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

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

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

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

EXHIBIT A

**BOUNDARY DESCRIPTION OF THE CHICAGO BOARD OF EDUCATION’S PROPERTY
TO BE SUBJECT TO THE 30 YEAR SHARED USE AGREEMENT WITH
THE INNER CITY EDUCATION AND RECREATION FOUNDATION**

~~A RECTANGULAR PARCEL OF LAND APPROXIMATELY 120 FEET BY 261 FEET LOCATED AT
THE FAR EAST END OF SMYTH SCHOOL AND DESCRIBED AS FOLLOWS:~~

AN IRREGULAR SHAPED PARCEL OF LAND LOCATED AT THE FAR EAST END OF SMYTH
SCHOOL GENERALLY DESCRIBED AND DEPICTED AS FOLLOWS:

THAT PART OF BLOCK 3 IN HENRY WALLER’S SUBDIVISION OF THE NORTHEAST QUARTER OF
THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN ALONG WITH THAT PART OF THE VACATED ALLEYS IN SAID
BLOCK 3 AND THAT PART OF THE VACATED 13TH STREET AND VACATED MILLER STREET
DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF
VACATED MILLER STREET AND THE NORTH RIGHT OF WAY LINE OF MAXWELL STREET;
THENCE NORTH 0 DEGREES 37 MINUTES 49 SECONDS WEST ON THE CENTER LINE OF SAID
VACATED MILLER STREET 262.00 FEET TO THE CENTER LINE OF VACATED 13TH STREET;
THENCE SOUTH 88 DEGREES 19 MINUTES 14 SECONDS WEST ON THE CENTER LINE OF SAID
VACATED 13TH STREET 187.62 FEET; THENCE SOUTH 0 DEGREES 45 MINUTES 02 SECONDS
EAST A DISTANCE OF 65 FEET, THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE
OF VACATED 13TH STREET A DISTANCE OF 38.79 FEET; THENCE SOUTH ALONG A LINE
PARALELL TO THE CENTERLINE OF VACATED MILLER STREET A DISTANCE OF 197 FEET TO
THE NORTH RIGHT OF WAY LINE OF WEST MAXWELL STREET; THENCE EAST
APPROXIMATELY 148.24 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS
SAID PARCEL CONTAINING APPROXIMATELY .95 ACRES MORE OR LESS OF WHICH 0.198
ACRES LIES WITHIN VACATED MILLER STREET.

(Final Legal Description to be inserted upon receipt of survey)

AREA: APPROXIMATELY .95 ACRES OR 41,360 SF ~~APPROXIMATELY .72 ACRES OR 31,432 SF~~

**BOUNDARY DESCRIPTION OF THE INNER CITY EDUCATION AND RECREATION FOUNDATION
PROPERTY TO BE SUBJECT TO THE 30 YEAR SHARED USE AGREEMENT WITH
THE CHICAGO BOARD OF EDUCATION (SMYTH SCHOOL)**

**IRREGULAR SHAPED PARCEL OF LAND GENERALLY LOCATED BETWEEN ROOSEVELT ROAD
ON THE NORTH, SOUTH BLUE ISLAND AVENUE ON THE WEST,
MAXWELL STREET ON THE SOUTH AND MORGAN STREET ON THE EAST
(EXCLUDING THE LAKESIDE BANK AND SMYTH SCHOOL PROPERTIES)**

Legal Description to be inserted upon receipt of survey

AREA: APPROXIMATELY 9.5 ACRES

**BOUNDARY DESCRIPTIONS AND ACREAGE TO BE MODIFIED
UPON RECEIPT OF FINAL SURVEY AND SITE PLANS**

EXHIBIT B

PROPOSED SITE/CONCEPT PLAN FOR THE SHARED ATHLETIC FACILITIES TO BE CONSTRUCTED ON THE PROPERTY DESCRIBED ON EXHIBIT A

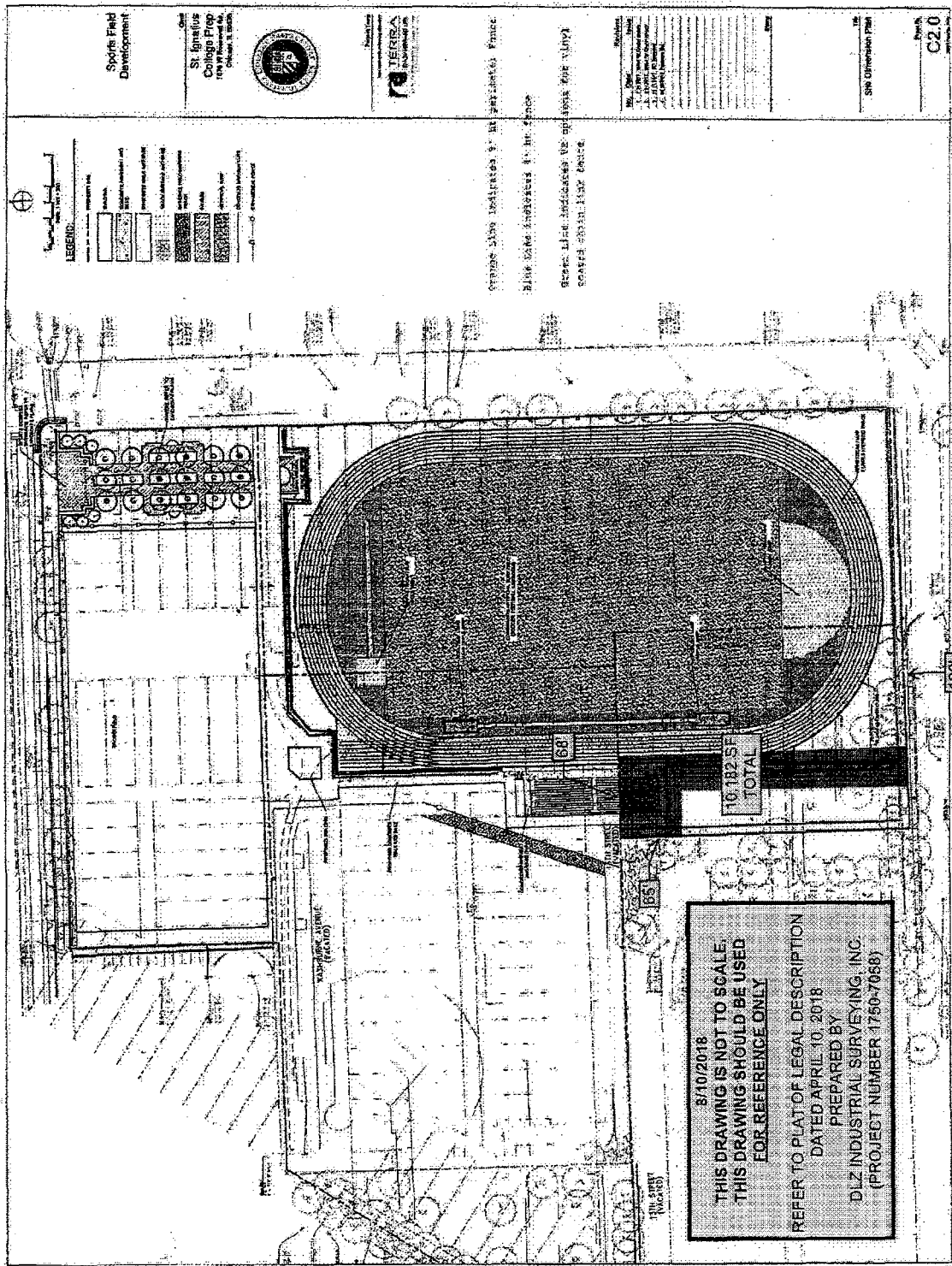


EXHIBIT C

PROPOSED SMYTH SCHOOL IMPROVEMENTS

CONSTRUCTION PLANS, DESIGN SPECIFICATIONS and PERMIT APPLICATIONS
TO BE APPROVED BY THE BOARD'S CHIEF OF CAPITAL IMPROVEMENTS

Demolition of the Joyner CPC Building
Construction and landscaping of a new driveway from Blue Island to Smyth School
New Smyth School playground
New fencing around Smyth School site
New Smyth School Marquee

President Clark indicated that if there are no objections, Board Reports 18-0822-OP1 through 18-0822-OP5 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 18-0822-OP1 through 18-0822-OP5 adopted.

18-0822-RS1

RESOLUTION HONORING ALAN W. MATHER
CHIEF OF COLLEGE AND CAREER SUCCESS – CHICAGO PUBLIC SCHOOLS

WHEREAS, after serving the Chicago Public Schools for 32 years with faithful service and dedication, Alan W. Mather will retire from the Chicago Public Schools; and

WHEREAS, at the time of his retirement Alan Mather was the Chief of College and Career Success at CPS, the third largest school district with 371,000 students; and

WHEREAS, Alan Mather has also served as Principal of Lindblom Math and Science Academy, Assistant Principal of Northside College Preparatory and Teacher at Farragut High School; and

WHEREAS, as Chief of College and Career Success, Alan Mather helped launch several critical programs and initiatives at CPS, including competency-based learning, Chicago Builds, new Early College STEM Schools, helped pass the Computer Science for All and Learn. Plan. Succeed requirements which help ensure that our seniors graduate on the path to success in college and career; and

WHEREAS, Alan Mather is a gifted educator and administrator in Chicago Public Schools, and was the first recipient of the Stanley C. Golder Award for School Leadership; and

WHEREAS, in all of his roles with Chicago Public Schools, Alan Mather sought to work with schools, networks and communities to ensure that every student at every grade level is provided individualized supports and opportunities to keep them engaged, on-track and accelerating toward success in college, career, and civic life; and

WHEREAS, Alan Mather has garnered national and international respect within the education ecosystem; he launched the District's first non-heritage Arabic program, and the Center for Excellence in Coding at Lane Tech; and

WHEREAS, throughout his career with Chicago Public Schools, Alan Mather looked to support student and teacher excellence, work within the community, and innovate, serving as an advocate who would help them reach their goals despite obstacles; and

WHEREAS, Alan Mather will be remembered as a dedicated servant of the students and families of Chicago, and proved time and again that students can and will meet and exceed the expectations that are set for them; and

WHEREAS, Alan Mather will be greatly missed by colleagues and friends at the Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, this 22nd day of August 2018, do hereby extend to Alan W. Mather our heartiest congratulations upon his retirement and offer our gratitude for his contributions to the education of the children of Chicago.

BE IT FURTHER RESOLVED, that a suitable copy of this resolution be made available to Alan W. Mather.

18-0822-RS2

**RESOLUTION HONORING KAREN LEWIS
NATIONALLY BOARD CERTIFIED CPS TEACHER, STUDENT ADVOCATE AND
CHICAGO TEACHERS UNION PRESIDENT**

WHEREAS, after serving the Chicago Public Schools for 22 years with faithful service and dedication, Karen Lewis will retire from the Chicago Public Schools;

WHEREAS, Karen comes from a family of educators: her father, mother and husband, John Lewis, were all Chicago Public School teachers;

WHEREAS, Karen is a product of Chicago Public Schools, having attended Kozminski Elementary School and Kenwood High School, until accepting early admission at Mount Holyoke College;

WHEREAS, Karen transferred to Dartmouth College, where she earned the distinction of being the only African American woman in the class of 1974;

WHEREAS, Karen was a Chemistry teacher for many years at Sullivan High School, Lane Technical High School, and King College Prep High School;

WHEREAS, Karen achieved the distinguished National Board Certification in 2002, and renewed her National Board Certification in 2012;

WHEREAS, since July 1, 2010, Karen has served as president of the 30,000-member Chicago Teachers Union, executive vice president to the Illinois Federation of Teachers and vice president of the American Federation of Teachers;

WHEREAS, in her role as a labor leader, Karen has become a nationally recognized and respected for her acumen as a labor leader and for her passionate and tireless advocacy on behalf of disadvantaged students and her work for and dedication to CPS teachers and paraprofessional staff; and,

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, this 22nd day of August 2018, do hereby adopt this resolution as a sign of our admiration and respect for Karen Lewis for her work as an educator, labor leader and advocate and as a sign of our gratitude for her contributions to the education of the children of Chicago and the work of Chicago Public Schools teachers and paraprofessionals..

BE IT FURTHER RESOLVED, that a suitable copy of this resolution be presented to Karen Lewis.

President Clark thereupon declared Board Reports 18-0822-RS1 and 18-0822-RS2 accepted.

18-0822-RS3

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

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

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

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

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

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

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

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

Exhibit A

NEW APPOINTED LSC MEMBERS

TEACHER MEMBER
Margaret O'Malley

REPLACING
Mary Eileen Murtaugh

SCHOOL
Blair ES

18-0822-PO1

FINAL

**RESCIND 03-0326-PO03
AND ADOPT A NEW STUDENT ACCEPTABLE USE POLICY**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS: That the Board rescind Board Report 03-0326-PO03 and adopt a new Student Acceptable Use Policy.

PURPOSE: Chicago Public Schools (CPS) provides access to technology devices, internet, and network systems to students for educational purposes. This Student Acceptable Use Policy (AUP) establishes the standards for acceptable electronic activity of students accessing or using the district or school technology, internet and network systems regardless of physical location and also the electronic communications between students and CPS staff and other adults who work in schools.

GUIDING PRINCIPLES:

1. CPS is responsible for providing reliable and secure technology resources necessary to foster the educational development and success of our students.
2. CPS provides a baseline set of policies and structures to allow schools to implement technology in ways that meet the needs of their student and parent communities.
3. CPS provides a secure framework that will allow students to use online tools, including social media, in our classrooms and schools, to increase student engagement, collaboration and learning.
4. CPS is responsible for instructing students about digital citizenship, including appropriate and safe online behavior, interactions with individuals on social media and cyberbullying awareness.

POLICY TEXT:

I. Applicability. This policy applies to all students who use CPS Computer Resources and/or access the CPS Network ("Students"). Personal electronic devices (e.g. personal laptop) are subject to this policy when such devices are connected to the CPS Network or Computer Resources.

II. Delegated Authority. This policy is subject to periodic review by the Chief Information Officer (CIO) to consider amendments based on technological advances, educational priorities or changes to the organizational vision.

III. Definitions.

Children's Internet Protection Act (CIPA) refers to the federal law that requires schools that receive federal funding through the E-Rate program to protect students from content deemed harmful or inappropriate and shall filter internet access accordingly. For more information, visit <https://www.fcc.gov/consumers/guides/childrens-internet-protection-act>

Collaboration Tools refers to systems which support synchronous and asynchronous communication through a variety of devices, tools and channels. Examples of collaboration systems include, but are not limited to: calendaring, message/conference boards, blogs, group messaging apps, video conferencing, websites and podcasting.

Computer Resources refers to all computers and information technology, whether stationary or portable, used by students, including but not limited to all related peripherals, components, disk space, storage devices, servers, telecommunication devices and output devices such as printers, scanners, facsimile machines and copiers whether owned or leased by the Board.

CPS Network or Network refers to the infrastructure used to communicate and to transmit, store and review data over an electronic medium and includes, but is not limited to, CPS email system(s), bulk communication tools, collaboration tools, databases, internet service, intranet and systems for student information, financials, and personnel data and any school-based system authorized for use by ITS.

Social Media refers to online platforms, networks or websites through which users post or share information, ideas, messages and other content (such as photos or videos) and includes, but is not limited to, media sharing sites and social networking sites such as Twitter, Facebook, Instagram, Snapchat, YouTube and LinkedIn.

"CPS Social Media" refers to authorized CPS-related social media that is either school-based (e.g. principal establishes a social media page for the school, or a teacher establishes a social media page for his/her class) or district-based, network-based or department-based (e.g. a department establishes a social media page to communicate with the larger CPS community).

"Personal Social Media" refers to non-CPS-related Social Media page(s) established by a user for his/her personal or private endeavors.

"Non-CPS Social Media" refers to Social Media established by or for a third party or non-CPS group or organization (e.g. Social Media page(s) established by or for a public or private organization, for-profit or not-for-profit company, etc.).

Unauthorized Software refers to any software product or tool that is explicitly listed as 'prohibited for use' on the CPS network. The complete list of prohibited technology platforms is located on the district's AUP Guidance website: www.cps.edu/aupguidelines.

IV. Privacy and Monitoring.

A. Privacy. Students have no expectation of privacy in their use of the CPS Network and Computer Resources. By authorizing student use of technology resources, CPS does not relinquish control over materials on the systems or contained in files on the systems. There is no expectation of privacy related to information stored or transmitted over the CPS Network or in school systems. CPS reserves the right to access, review, copy, store, or delete any files stored on Computer Resources and any student communication using the CPS Network or school system. Electronic messages and files stored on CPS computers or transmitted using CPS systems may be treated like any other school property. District administrators may review files and messages to maintain system integrity and, if necessary, to ensure that students are acting responsibly. CPS may choose to deploy location tracking software on Computer Resources for the sole purpose of locating devices identified as lost or stolen.

B. Monitoring. The Department of Information & Technology Services (ITS) has the right to access, search, read, inspect, copy, monitor, log or otherwise use data and information stored, transmitted and processed on the CPS Network and Computer Resources in order to execute the requirements of this policy. CPS Network including but not limited to internet and email usage may be monitored and audited by the school management and ITS for in appropriate activity or oversight purposes. ITS reserves the right to: (1) access and make changes to any system connected to the CPS Network and Computer Resources to address security concerns, (2) deny student access to any system to address security concerns, and (3) determine what constitutes appropriate use of these resources and to report illegal activities. ITS may intercept and/or quarantine email messages and other messaging services for business, legal or security purposes.

V. General Provisions.

A. Acceptable Use. CPS provides E-mail, bulk communication tools (e.g. BlackBoard Connect) and other collaboration tools (e.g. CPS Google Classroom), internet access and other CPS Network tools and Computer Resources to students for educational and school-related purposes only. When using the CPS Network, students must conduct themselves in a responsible and appropriate manner.

B. Unacceptable Use. Unacceptable use of the CPS Network and Computer Resources are prohibited. Students shall not use the CPS Network or Computer Resources including access to the internet, intranet, collaboration tools, bulk communication tools, social media or email to use, upload, post, mail, display, store, or otherwise transmit in any manner any content, communication or information that, among other unacceptable uses:

1. is hateful, harassing, threatening, libelous, defamatory or otherwise meant to bully or intimidate others;
2. is offensive or discriminatory to persons based on race, ethnicity, national origin, gender, gender identity, sexual orientation, age, physical or mental illness or disability, marital status, economic status, immigration status, religion, personal appearance or other visible characteristics;
3. constitutes or furthers any criminal offense, or gives rise to civil liability, under any applicable law, including, without limitation, U.S. export control laws or U.S. patent, trademark or copyright laws;
4. constitutes use for, or in support of, any obscene or pornographic purpose including, but not limited to, the transmitting, retrieving or viewing of any profane, obscene, or sexually explicit material;
5. constitutes use for soliciting or distributing information with the intent to incite violence, cause personal harm or bodily injury, or to harass, threaten, or "stalk" another individual;
6. contains a virus, trojan horse, ransomware or other harmful component or malicious code;

7. constitutes junk mail, phishing, spam or unauthorized broadcast email.
8. violates the security of any other computer or network or constitutes unauthorized access or attempts to circumvent any security measures;
9. obtains access to another individual's CPS Network account, files or data, or modifies their files, data or passwords;
10. impersonates any person living or dead, organization, business, or other entity;
11. degrades the performance of, causes a security risk or otherwise threatens the integrity or efficient operation of, the CPS Network or Computer Resources;
12. deprives an authorized individual from accessing CPS Network or Computer Resources.
13. obtains Computer Resources or CPS Network access beyond those authorized
14. engages in unauthorized or unlawful entry into a CPS Network system;
15. enables or constitutes wagering or gambling of any kind;
16. accesses, distributes, downloads or uses games except when an assigned educational activity;
17. promotes or participates in any way in unauthorized raffles or fundraisers;
18. plagiarizing any information gained on or through use of the CPS Network or Computer Resources;
19. engages in private business, commercial or other activities for personal financial gain;
20. accesses or distributes unauthorized information regarding user passwords or security systems;
21. falsifies, tampers with or makes unauthorized changes, additions or deletions to data located on the CPS Network or school systems;
22. installs, downloads or uses unauthorized or unlicensed software or third party system;
23. violates the terms of use specified for a particular Computer Resource, CPS Network system or school system;
24. violates any express prohibition noted in this policy or the Student Code of Conduct;
25. engages in hacking (intentionally gaining access by illegal means or without authorization) into the CPS Network or school system to access unauthorized information, or to otherwise circumvent information security systems;
26. engages in inappropriate sexual conduct, including unwelcomed sexual contact, indecent exposure, transmitting sexually suggestive images, or other sexual activities;
27. downloads unauthorized games, programs, files, electronic media, and/or stand-alone applications from the internet that may cause a threat to the CPS Network;
28. constitutes use that disrupts the proper and orderly operation of the school;
29. use of proxy servers or virtual private networks to bypass network security systems (firewalls, etc.); or
30. accesses, distributes or downloads non-educational materials or inappropriate content or materials.

C. **Software Installation.** Students are not authorized to install software on CPS equipment unless supervised and approved as part of an educational program or task. ITS may remove student-installed software at any time in order to preserve or protect the CPS Network or Computer Resources or for any other reason deemed necessary by ITS.

D. **Filtering and Blocking.** CPS is required to protect students from online threats, block access to inappropriate content, and monitor internet use by minors on school networks in accordance with CIPA. ITS is responsible for managing the district's internet filter and will work with school administrators to ensure the filter meets the academic and operational needs of each school while protecting minors from inappropriate content per CIPA. The district's use of filtering software does not negate or reduce a student's obligation to abide by the terms of this policy and to refrain from disabling filters or accessing inappropriate content online. Parents should be aware that despite the district's good faith efforts at filtering, objectionable content might be available either due to an individual using unauthorized means to bypass filtering or as a result of the creation of objectionable content that has not yet been identified by filtering software.

E. **Passwords.** Students are required to adhere to password requirements set forth by CPS when logging into school computers, networks, and online systems. Students are not authorized to share their password under any circumstance.

F. **Access Privilege.** Student use of the CPS Network and Computer Resources is a privilege, not a right. When a student uses the CPS Network or Computer Resources in a manner that violates this policy or the Student Code of Conduct, his/her access may be suspended or revoked.

VI. Communication with CPS Staff and other Adults Who Work in Schools.

A. **Exclusive Use of CPS Network.** Students must use authorized CPS Network systems (e.g. CPS email, Google Classroom) for all electronic communications with CPS staff and other adults who work in schools, except when the communications are specifically authorized as set out below.

B. Phone and Text Communications.

1. Students are prohibited from calling or leaving a voice message on the personal telephone or mobile device of a staff member or other adult who works in a school.

2. Elementary students are prohibited from communicating with CPS staff and other adults who work in schools via text messaging or IM, except when authorized under sections VI.B.5 and 6 below.

3. High Schools students are prohibited from communicating with CPS staff and other adults who work in schools via text messaging or IM, except when authorized under sections VI.B.5 and 6 below, and except for authorized pre-approved safety meet-up communications where:

- a. The parent/guardian and principal both provide prior written permission to the text messaging communications, and

b. Communications are sent as group texts/messages with the parent/guardian on the text message or IM and also the staff/adults CPS email address for proper retention of communications.

4. Students may receive bulk text notifications and alerts on their personal mobile device from their school when their parent/guardian provides written permission to enroll and receive these text notifications and alerts.

5. Students in grades 7-11 enrolled in a CPS Program for Re-Engagement of Out-of-School Youth, Chronic Truants or Students Exiting Juvenile Detention Facilities ("Program") may communicate via text/IM with the CPS staff member(s) assigned to the student when authorized in writing by the Program manager. The requirements for a student to text/IM with a CPS staff member shall be listed in the student's Program enrollment materials and the student must follow all listed requirements.

6. The Chief Executive Officer for CPS may authorize additional programs under which a student may have text/IM communications with a CPS staff or other adult who works in a school. In such cases, a student must: (a) receive written authorization from the manager of the CEO-authorized program to engage in text/IM communication with a CPS staff or other adult who works in a school, and (b) abide by the text/IM communication requirements listed in the student's program enrollment materials.

C. Personal Email. Students are prohibited from communicating with CPS staff and other adults who work in schools via the personal email of a staff member or other adult who works in a school. Students must use their CPS email account to engage in email communications to CPS staff or other adult who works in a school.

D. Social Media. Students shall not communicate with CPS staff and other adults who work in the school via the staff/adult's Personal Social Media or otherwise through non-CPS Social Media. Students shall not add, invite, follow or accept the request of any CPS staff member or other adult who works in a school to be a 'friend' or contact on any Personal Social Media or non-CPS Social Media account. Students may use CPS Social Media communicate with CPS staff members or other adults who works in a school.

E. Other Electronic Communications. Students are prohibited from communicating with CPS staff and other adults who work in schools via any group messaging application or other electronic or online tool except via tools provided on the CPS Network or otherwise authorized by ITS (e.g. CPS Google Classroom, BlackBoard Direct).

F. Exceptions. Nothing in this section shall restrict:

1. Communications between a student and their parent/guardian or other family members;
2. Emergency Communications involving the health and safety of a student in which case the student should include more than one CPS staff member on the contact.

G. Reporting Improper Contact. Any student who receives a communication from a staff member or other adult who works in a school via the student's mobile device, personal email or personal social media or non-CPS social media or is asked to provide contact information for this purpose should (except when authorized above) should:

1. Immediately notify their parent/guardian and principal or school administrator;
2. Show or provide a copy of the communication to their parent/guardian and also the principal or school administrator; or
3. Call the CPS Student Protections Hotline at 773-535-4400.

VII. Notification of Misuse. Students have a duty to protect the security, integrity and confidentiality of the CPS Network and Computer Resources. Students must immediately notify a teacher or other school staff if they have identified a security problem or are aware of any unauthorized access, use, abuse, misuse, injury, degradation, theft or destruction of the CPS Network or Computer Resources.

VIII. Discipline. Failure to abide by this policy may subject a student to discipline in accordance with Student Code of Conduct.

IX. Student Protections. Students should promptly report to a teacher or other school staff member any communication they receive that is inappropriate or makes them feel uncomfortable. If a student is harassed, intimidated, bullied or threatened through the CPS Network, Computer Resources or otherwise, he/she should contact their principal or the Office of Student Protections & Title IX, or call the CPS Student Protections Hotline at 773-535-4400.

18-0822-PO2

FINAL

**RESCIND 09-0722-PO3
AND ADOPT A NEW STAFF ACCEPTABLE USE POLICY**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS: That the Board rescind Board Report 09-0722-P03 and adopt a new Staff Acceptable Use Policy.

PURPOSE: Chicago Public Schools (CPS) provides access to technology devices, internet, data and network systems to employees and other authorized users for educational and business purposes. This Staff Acceptable Use Policy (AUP) establishes the standards for acceptable electronic activity of employees and other authorized Users using and accessing the district or school technology, internet, data and network systems regardless of the User's physical location and also the electronic communication between students and CPS staff.

GUIDING PRINCIPLES:

1. CPS has a legal obligation to protect the personal data of our students, families, and staff.
2. CPS provides a baseline set of policies and standards to allow schools and district offices to implement technology in ways that meet the needs of their staff.
3. CPS recognizes that social media technology and online tools can provide a means to enhance education, communication, community engagement and staff and student learning.
4. CPS is obligated to ensure that staff use technology appropriately and in support for educational and business purposes.

POLICY TEXT:

I. **Applicability.** This policy applies to all Board employees serving in any capacity, interns, vendors, consultants, contractors and authorized agents and volunteers who use Board computer resources and/or access the CPS network ("Users"). Personal electronic devices (e.g. personal laptops) are subject to this policy when such devices are connected to the CPS Network or Computer Resources.

II. **Delegated Authority.** The policy is subject to periodic review by the Chief Information Officer (CIO) to consider amendments based on technological advances, educational priorities or changes to the organizational vision.

III. **Definitions.**

Broadcast Email refers to any email which contains the same content and is transmitted en masse to school(s), department(s), parents or students from a district-authorized bulk communication tool (e.g. BlackBoard Connect).

Children's Internet Protection Act (CIPA) refers to the federal law that requires schools that receive federal funding through the E-Rate program to use internet access filtering to protect students from content deemed harmful or inappropriate. For more information, visit <https://www.fcc.gov/consumers/guides/childrens-internet-protection-act>

Collaboration Tools refers to systems which support synchronous and asynchronous communication through a variety of devices, tools and channels. Examples of collaboration systems include, but are not limited to: calendaring, message/conference boards (e.g. CPS Google Classroom), blogs, group messaging apps (e.g. CPS Google Hangouts), video conferencing, websites and podcasting.

Computer Resources refers to all computers, electronic devices and information technology, whether stationary or portable, used to conduct the day to day business of CPS and the Board, including, but not limited to, all related peripherals, components, disk space, storage devices, servers, telecommunication devices and output devices such as printers, scanners, facsimile machines and copiers whether owned or leased by the Board.

CPS Network or Network refers to the infrastructure used to communicate and to transmit, store and review data over an electronic medium and includes, but is not limited to, CPS email system(s), bulk communication tools, collaboration tools, databases, internet service, intranet and systems for student information, financials, and personnel data and any school-based system authorized for use hereunder.

Department/School Management refers to the supervisor, manager, director, officer, principal, Network Chief or other employee of the Board designated by his/her department or office or school to implement policy compliance requirements.

Family Educational Rights and Privacy Act (FERPA) refers to the federal law that protects the privacy, accuracy, and release of student information and records. For more information, visit <http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html>

HIPAA refers to the Health Insurance Portability and Accountability Act of 1996, the federal law that provides data privacy and security provisions for safeguarding medical information. For more information, visit <https://www.hhs.gov/hipaa/index.html>.

ISSRA refers to Illinois School Student Records Act (105 ILCS 10/1 et seq.), the state law that protects the privacy, accuracy, and release of student information and records. For more information, visit <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=1006&ChapterID=17>

Portable Device refers to movable devices including, but not limited to, laptops, desktop computers and like-devices, tablets, wireless communication devices (e.g. Smartphones).

Remote Access refers to the CPS virtual private network which allows for secure entry from a location outside the CPS Network to portions of the CPS Network or Computer Resources that are subject to two factor authorized access credential requirements.

Personally Identifiable Information (PII) refers to sensitive data and information that must be protected against unwarranted disclosure such as student information, private employee information and protected health information that can adversely affect the privacy or welfare of an individual.

Social Media refers to online platforms, networks or websites through which users post or share information, ideas, messages and other content (such as photos or videos) and includes, but is not limited to, media sharing sites and social networking sites such as Twitter, Facebook, Instagram, Snapchat, YouTube and LinkedIn.

"CPS Social Media" refers to authorized CPS-related social media that is either school-based (e.g. principal establishes a social media page for the school, or a teacher establishes a social media page for his/her class) or district-based, network-based or department-based (e.g. a department establishes a social media page to communicate with the larger CPS community).

"Personal Social Media" refers to non-CPS-related Social Media page(s) established by a User for his/her personal or private endeavors.

"Non-CPS Social Media" refers to Social Media established by or for a third party or non-CPS group or organization (e.g. Social Media page(s) established by or for a public or private organization, for-profit or not-for-profit company, etc.)

Unauthorized Software refers to any software product or tool that is listed as 'prohibited for use' on the CPS Network. The complete list of prohibited technology platforms is located on the district's AUP Guidance website: www.cps.edu/aupguidelines.

IV. Duties.

A. Department of Information & Technology Services (ITS) Duties: ITS is responsible for designing, establishing and maintaining the CPS Network and Computing Resources, assisting Users in all CPS departments, offices and schools in implementing and maintaining electronic information management and security practices at their respective locations. ITS shall establish and issue procedures, standards, training requirements and guidelines as necessary to implement the requirements of this policy or to specify the terms of use for a particular CPS Network system or Computer Resource (collectively referred to as "ITS Guidelines").

B. Department/School Management Duties: Department/School Managers are responsible for designating Users authorized to access and use the CPS Network and Computer Resources and providing for their individualized access to specific CPS Network systems based on job duties. Department/School Management shall enroll and terminate User access to the CPS Network and Computer Resources in accordance with ITS Guidelines. Department/School Management will approve access to the CPS Network and Computer Resources by Users who are not Board employees, such as consultants or contractors, only when access is required to perform critical functions and services, and only upon the consultant's/contractor's successful completion of criminal background screening and execution of a confidentiality agreement regarding such access and use.

C. User Duties:

1. Communications with Students. Users who communicate with students electronically (a) must do so using ITS-authorized CPS Network systems (e.g. CPS email, CPS Google Classroom, BlackBoard Connect, etc.), except for any express exception noted in this policy or the ITS guidelines (e.g. see section VIII. and IX.); (b) shall communicate regarding classroom, school and school-related activities only; and (c) shall exercise best professional judgment, integrity and concern for student well-being. Communications with students for fraternization purposes are strictly prohibited, except communications between family members.
2. Duty to Protect. Users have a duty to protect the security, integrity and confidentiality of the CPS Network and Computer Resources including the obligation to protect and report any unauthorized access, use, abuse, misuse, injury, degradation, theft or destruction.
3. Compliance. Users shall complete all mandated AUP-related training and know their responsibilities outlined in this policy. Users shall comply with this policy and all ITS Guidelines when using the CPS Network or Computer Resources.

V. Ownership and Privacy.

A. Board Property. All documents, data and information stored, transmitted and processed on CPS Network or Computer Resources are the property of, and subject to, the Board's policies, rules as well as ITS Guidelines and standards on usage. Users shall ensure that all access and use of such documents, data and information complies with applicable laws and Board rules and policies including those related to the Confidentiality of Student Records and Email Retention. When a User is no longer employed or under contract with the Board, all information stored by that User on CPS Network and Computer Resources remains the property of the Board.

B. Privacy. Users have no expectation of privacy in their use of the CPS Network and Computer Resources. By authorizing use of technology resources, CPS does not relinquish control over materials on the systems or contained in files on the systems. There is no expectation of privacy related to information stored or transmitted over the CPS Network, Computer Resources or school systems. CPS reserves the right to access, review, copy, store, or delete any files stored on Computer Resources and all User communication using the CPS Network. Electronic messages and files stored on CPS computers or portable devices or transmitted using CPS systems are treated like any other school property. District administrators may review files and messages to maintain system integrity and, if necessary, to ensure that Users are acting responsibly and in compliance with this policy and related guidelines. CPS may choose to deploy location tracking software on devices for the sole purpose of locating Computer Resources identified as lost or stolen.

C. Data & Systems. A User's access to view, edit, or share student information, records or data located on the CPS Network or Computer Resources must abide by local, state, and federal regulations, including FERPA and ISSRA. Student information, records and data may only be shared with individuals deemed eligible to have access as set out in FERPA, ISSRA and Board Policy and guidelines regarding the confidentiality of student records.

D. Personally Identifiable Information (PII). When sensitive information, including student records, private employee information or protected health information is transmitted or shared electronically, Users are expected to exercise reasonable efforts to protect the privacy of the information and only use CPS-approved secure channels to transmit data. Use of portable storage media such as a USB/flash/thumb drive to share PII is strictly prohibited. Further, Users must ensure that PII record transmissions reach only to those individuals with a right to said records and must take reasonable measures to ensure that only the intended recipients are able to access the PII.

E. **Monitoring.** ITS has the right to access, search, read, inspect, copy, monitor, log or otherwise use data and information stored, transmitted and processed on the CPS Network and Computer Resources in order to execute the requirements of this policy. The CPS Network including, but not limited to, internet and email usage may be monitored and audited by the Department/School Management, ITS and other authorized CPS oversight departments for inappropriate activity or for oversight and audit purposes. ITS reserves the right to: (1) access and make changes to any system connected to the CPS Network and Computer Resources to address security concerns, (2) deny User access to any system to address security concerns, and (3) determine what constitutes appropriate use of these resources and to report illegal activities. ITS may intercept and/or quarantine email messages other messaging services for business, legal or security purposes.

F. **Manager Access.** Department/School Management may access documents, data and information generated, stored, transmitted or processed by a User on the CPS Network and Computer Resources in accordance with ITS Guidelines. A User's manager may also access a User's CPS Network account for business purposes, including oversight purposes, regardless of whether the User is present or absent. In all cases, the Department/School Management shall contact the ITS Service Desk at 773-553-3925 to obtain access. Managers shall not ask Users to share their password for such purposes.

VI. General Provisions.

A. **Business Use.** All Users must use the CPS Network and Computer Resources in a professional, ethical and lawful manner in compliance with all Board Rules and policies. Use of the CPS Network and Computer Resources is a privilege that is provided to help Users perform their job responsibilities.

B. **Personal Use.** Use of the CPS Network and Computer Resources is intended for Board business, with limited personal use permitted. Such personal use must in all circumstances comply with this policy, must not result in costs to the Board, cause legal action against the Board or cause any adverse consequence to the Board. Such use must also be appropriate as to duration and not interfere with the User's duties and the Board's business demands. Excessive use or abuse of these privileges can be deemed in violation of this policy and subject the User to discipline.

C. **Unacceptable Use.** Unacceptable use of the CPS Network and Computer Resources is prohibited. Users shall not use the CPS Network or Computer Resources including access to the internet, intranet, collaboration tools, bulk communication tools, social media or email to use, upload, post, mail, display, store, or otherwise transmit in any manner any content, communication or information that, among other unacceptable uses:

1. is hateful, harassing, threatening, libelous or defamatory;
2. is offensive or discriminatory to persons based on race, ethnicity, national origin, gender, gender identity, sexual orientation, age, physical or mental illness or disability, marital status, economic status, immigration status, religion, personal appearance or other visible characteristics;
3. constitutes or furthers any criminal offense, or gives rise to civil liability, under any applicable law, including, without limitation, U.S. export control laws or U.S. patent, trademark or copyright laws;
4. constitutes use for, or in support of, any obscene or pornographic purpose including, but not limited to, the transmitting, retrieving or viewing of any profane, obscene, or sexually explicit material;
5. constitutes use for soliciting or distributing information with the intent to incite violence, cause personal harm or bodily injury, or to harass, threaten or stalk another individual;
6. contains a virus, trojan horse, ransomware or other harmful component or malicious code;
7. constitutes junk mail, phishing, spam, or unauthorized broadcast email;
8. violates the security of any other computer or network or constitutes unauthorized access or attempts to circumvent any security measures;
9. obtains access to another User's CPS Network account, files or data, or modifies their files, data or passwords;
10. impersonates any person living or dead, organization, business, or other entity;
11. degrades the performance of, causes a security risk or otherwise threatens the integrity or efficient operation of, the CPS Network or Computer Resources;
12. deprives an authorized User of access to CPS Network or Computer Resources;
13. obtains Computer Resources or CPS Network access beyond those authorized;
14. engages in unauthorized or unlawful entry into a CPS Network system;
15. discloses Board trade secrets, or confidential or proprietary information, including student record information, without authorization or without proper security measures;
16. discloses personally identifiable student information, videos and photographs without authorization or without proper security measures;
17. shares confidential information about students or CPS personnel in a manner that violates state law, federal law, Board rule, policy or guideline;
18. shares CPS email addresses or distribution lists for uses that violate this policy or any other Board policy;
19. enables or constitutes wagering or gambling of any kind;
20. accesses, distributes, downloads or uses games except when an assigned educational or training activity;
21. promotes or participates in any way in unauthorized raffles or fundraisers;
22. promotes or participates in any way in partisan political activities;
23. promotes or participates in any way in internal political or election activities related to a union or other organization representing employees;
24. engages in private business, commercial or other activities for personal financial gain;
25. distributes unauthorized information regarding other User's passwords or security systems;
26. transmits PII without appropriate security safeguards;
27. falsifies, tampers with or makes unauthorized changes, additions or deletions to data located on the CPS Network or school systems;
28. accesses or uses data located on a CPS Network for personal uses;

29. promotes or participates in any activity or relationship with a student that is not related to academics or school-sponsored extracurricular activities, unless authorized in advance in writing by the principal and the student's parent/guardian;
30. installs, downloads or uses unauthorized or unlicensed software or third party system;
31. violates the terms of use specified for a particular Computer Resource or CPS Network system;
32. constitutes use that disrupts the proper and orderly operation of a school or office;
33. engages in hacking (intentionally gaining access by illegal means or without authorization) into the CPS Network to access unauthorized information, or to otherwise circumvent information security systems;
34. engages in inappropriate sexual conduct, including unwelcomed sexual contact, indecent exposure, transmitting sexually suggestive images, or other sexual activities;
35. downloads unauthorized games, programs, files, electronic media, and/or stand-alone applications from the internet that may cause a threat to the CPS Network;
36. violates federal or state law or any Board rules, policies, standards or guidelines regarding the protection of employee or student privacy or the confidentiality of employee or student records; or
37. violates any prohibition noted in this policy or any other Board policy.

D. Intellectual Property Requirements. No User may transmit to, or disseminate from, the CPS Network any material that is protected by copyright, patent, trademark, service mark or trade secret unless such use or disclosure is properly authorized and bears the appropriate notations. No User may download, upload or share materials in violation of U.S. patent, trademark or copyright law.

E. Software Licenses. All software used by Users must have a valid license. Users shall use only authorized software in compliance with the licenses provided to or by the Board. Users may install authorized software that is deemed necessary for business use by Department/School Management. Such software must not compromise the security or integrity of the CPS Network or Computer Resources and must not interfere with the proper functioning of required CPS software. ITS may remove User installed software at any time in order to preserve or protect the CPS Network or Computer Resources or for any other reason deemed necessary by ITS.

F. Network Usage. CPS Network access and bandwidth is provided to schools for academic and operational services. CPS reserves the right to prioritize network bandwidth and limit certain Network activities that are negatively impacting academic and operational services. Use of proxy servers or virtual private networks to bypass Network security systems (firewalls, etc.) is strictly prohibited.

G. Network Security. The CPS Wide Area Network (WAN) infrastructure, as well as the building-based Local Area Networks (LANs) are implemented with performance planning and appropriate security measures in mind. Modifications to an individual building network infrastructure and/or use will affect LAN performance and will reduce the efficiency of the WAN. For this reason, any additional Network electronics including, but not limited to, switches, routers, and wireless access points must be approved, purchased, installed, and configured solely by ITS to ensure the safety and efficiency of the network. Users are prohibited from altering or bypassing security measures on electronic devices, Network equipment, and other software/online security measures without the written consent of the CIO. Anyone utilizing the CPS Network understands and acknowledges that CPS security systems may intercept and decrypt traffic in order to analyze traffic for security risks or content filtering purposes. Devices connected to the CPS Network may be disconnected if any security risk is identified that places the rest of the Users, Network systems, Computer Resources or data at risk. Situations would include but not limited to devices infected with malware, unauthorized network scanning systems and applications that bypass Network security.

H. Filtering and Blocking. CPS is required to protect students from online threats, block access to inappropriate content, and monitor internet use by minors on school networks in accordance with CIPA. ITS is responsible for managing the district's Internet filter and will work with School Management to ensure the filter meets the academic and operational needs of each school while protecting minors from inappropriate content. Additionally, under an ITS-managed program to allow schools limited controls over the web content filtering policies for their relevant schools, a school principal or their designee may be provided secure access to the web content filtering systems. School staff with access to manage the policies affecting the Internet must ensure the district does not violate CIPA or other compliance requirements. The principal will ensure the school remains in compliance with all requirements to participate in the program as set by ITS, otherwise access to the additional controls will be revoked and the school web content filtering policies will be reset to the current district-wide policy settings.

I. Remote Access. Remote access to the CPS Network is allowed only through ITS-authorized remote access solutions and will always require two factor authentication.

J. Third Party Systems. CPS provides Users with the means to communicate through a variety of district-owned or leased systems located on the CPS Network in order to effectively conduct district operations. Users may not circumvent the requirements of this policy or other Board policies by using a third party system to communicate when a similar system is otherwise available on the CPS Network. To the extent that a particular system is not available on the CPS Network, User's use of a third party system is subject to approval by the Chief Information Officer (CIO) or designee. If approved, such use is subject to the requirements of this policy and other applicable Board policies as well as any other requirements specified by the CIO. In such cases, the User is solely responsible for ensuring compliance with all such policies and requirements. Nothing herein is intended to limit prior Board mandates for Users to use only the Board's email system, student information system, remote access solution and any other mandates that may be established in the future by the CIO or the Board.

K. New Technologies. The requirements of this policy apply to all technologies currently in use on the CPS Network, those technologies authorized by ITS for use by a school, office or departments, and those technologies that may be used in the future on the CPS Network. ITS shall establish guidelines on the use of any new technology approved for use on the CPS Network or for use by a school, office or department.

L. Passwords. Users are required to adhere to password requirements set forth by CPS when logging onto the CPS Network or Computer Resources directly or via remote access. Users are not authorized to share their password under any circumstance.

M. Unauthorized Access and Data Tampering. Users are prohibited from (1) using their authorized access to a CPS Network system to falsify, misreport, misrepresent, make unauthorized changes or deletions or otherwise tamper with CPS data; and (2) entering, changing, moving or copying data in a CPS Network system that the User has no access or entry authorization rights to such system. Any entry, modification or deletion of CPS data by an unauthorized User is considered tampering and is prohibited. Users are subject to discipline for any unauthorized access to a CPS Network system or Computer Resources and for their acts or omissions that allow others to gain unauthorized access.

VII. Email.

A. Usage. Users are not allowed to use a personal, third-party email account (e.g. Hotmail, Yahoo, etc.) in their capacity as representatives of CPS. Email sent by Users in their capacity as representatives of the CPS must be sent from their CPS email account, with Board authorized return addresses. User emails are subject to retention by ITS in accordance with the Board's Email Retention Policy. If a User inadvertently sends or receives an email related to their work duties on their personal email account, the User shall forward the email(s) to their CPS email account.

B. Confidentiality. Users must exercise due care to ensure that email messages containing PII or confidential information conform to the confidential transmission requirements noted herein and are transmitted only to their intended recipients. Users are prohibited from transmitting Social Security Number (SSN) information via email without the prior written approval of ITS and when authorized must comply with ITS security standards established for SSN transmission. Users shall abide by the ITS Guidelines and standards on the classification, handling and email transmission of PII and other confidential information, including applicable encryption requirements.

When communicating with a student's parent/guardian, Users should use verified email addresses listed in the Board's student information system, unless steps have been taken to verify an alternate email address to ensure the communication is provided to the proper persons with authorization to receive information regarding the student.

C. Broadcast Emails. The Office of Communications shall establish guidelines by which broadcast emails may be authorized for distribution. Users may transmit broadcast emails only when authorized in accordance with such guidelines. Any links to attachments on broadcast emails must be hosted on a CPS-authorized source and vetted to ensure that the file does not contain PII or confidential information and must comply with ITS security standards established for the bulk communication tool.

D. Freedom of Information Act (FOIA). Any communication sent by or to a User using the CPS Network or Computer Resources could be subject to public access requests submitted through FOIA. Further, data and other materials and files maintained on the CPS Network or Computer Resources may be subject to review and disclosure under FOIA or discovery. Use of personal email accounts, personal social media and other personal electronic communication systems to conduct school business is prohibited and may cause a User's personal accounts to be subject to FOIA and other inquiries.

VIII. Mobile Device Communication.

A. Use of Mobile Devices for CPS Business. Use of a Board-Issued Mobile Device or Personal Mobile Device to conduct district business must comply with the mobile device use standards issued by the CIO. The standards shall, at a minimum, require a User to properly retain text and call records generated while using a mobile device for business purposes and comply with the Board's record retention policies and retention schedule established to comply with the Illinois Local Records Act.

B. Mobile Device Communications with Student(s). Users are prohibited from communicating with a student via (1) a student's mobile device, whether phone, text or IM, (2) a student's personal email account (communications to the student's CPS email account is permitted), (3) any Personal Social Media account or non-CPS Social Media account, and (4) any group messaging app other than the CPS-provided or approved app (currently CPS-Google Hangouts), subject to the following exceptions:

1. Pre-Approved Safety Meet-Up Communications. Users may communicate with students in grades 9-12 via text messaging or IM when necessitated by an educational or extra-curricular activity for purposes of ensuring student safety, and:
 - (a) the parent/guardian and principal both provide prior written permission to the text/IM messaging communications using the CPS form established for such purpose, and
 - (b) communications are sent as group texts/messages with the parent/guardian on the text message or IM and also the User's CPS email address for proper retention of communications.
2. Approved Bulk Text Notifications and Alerts to Students. Schools may utilize a bulk text notification system that delivers group text notifications and alerts to a student's personal cell phone, provided that:
 - (a) the notification system is authorized by the CIO or designee upon information security and records retention compliance review;
 - (b) the parent/guardian provides prior written permission for their child to receive the text notifications/alerts; and
 - (c) the parent/guardian receives the same text notifications/alerts sent to their child when the parent/guardian elects to receive these notifications/alerts.

3. CPS Programs for Re-Engagement of Out-of-School Youth, Chronic Truants and Students Exiting Juvenile Detention Facilities approved by the Chief Executive Officer (CEO-Approved Re-Engagement Programs). CPS staff members who are responsible for student outreach efforts under a CEO-Approved Re-Engagement Program may communicate with students in grades 7-12 via text messaging or IM provided that the CPS staff member:
 - (a) complies with the parent/guardian permission requirements established by the CEO for staff/student text communications under the Program;
 - (b) complies with the group texts/messages requirements established by the CEO to include other staff member(s) or the parent/guardian on the staff/student text communications;
 - (c) complies with any other requirements established by the CEO for such text/IM communications with a student for Program purposes, and
 - (d) includes the staff member's CPS email address, or other CPS email address identified by the CEO, on all texts/IMs for proper records retention.
4. CEO-Approved Exceptions. The CEO may authorize exceptions to this policy to permit User/student text/IM communication where the CEO determines it is in the best interest of the student to authorize User/student electronic communications outside the CPS Network. In such instances, the CEO shall establish the parent consent, group text and other requirements necessary to ensure student safety and proper records retention. A User must (a) receive written authorization from the manager of the CEO-authorized program to engage in text/IM communication with a student, and (b) abide by the terms and conditions established by the CEO for text/IM communication with students under the authorized program. The User shall include their CPS email address, or other CPS email address identified by the CEO, on their text/IM communication with students to ensure proper records retention.

IX. Social Media / Online Communication.

A. General.

1. Communication with Students. Users are prohibited from communicating with current CPS students on Personal Social Media and Non-CPS Social Media except as expressly described herein. Users are permitted to communicate with current CPS students on CPS Social Media as described herein.
2. Confidential Information. Posting, sharing or other disclosure of personally identifiable student information (including information that can be traced back to a specific student or could allow a student to be publicly identified), private employee information or other CPS confidential information on Social Media is prohibited, provided, however, that student work, images and accomplishments may be posted on CPS Social Media with prior written parent/guardian consent.
3. Modeling Civil Online Behavior. Users serve as role models for students and as such are responsible for the information they post, share or respond to online. Users are responsible for modeling and actively practicing positive digital citizenship. Users are prohibited from using Social Media, in a manner that:
 - (a) disparages or demeans any student, parent/guardian or family member, User or school community member (e.g., LSC member, community member, alumni); or
 - (b) is offensive or discriminatory based on race, ethnicity, national origin, gender, gender identity, sexual orientation, age, physical or mental illness, disability, marital status, economic status, immigration status, religion or personal appearance or other visible characteristics.
4. Disruption. While Users may comment on matters of public concern, Users should be aware that their online activity has the potential to result in disruption at school and/or the workplace and such disruption can be a violation of this policy, other Board policies or laws and subject a User to discipline. Any User whose online activity is excessively disruptive to, or detracts from, the efficient or effective operations of the Chicago Public Schools, may be subject to discipline. Users who are managers are also subject to discipline if their online activity is critical of CPS, the Board, district leadership, policies, mandates, strategies or directives.
5. Concerted Activity. Nothing herein shall restrict Users with bargaining unit membership or Users eligible for bargaining unit membership from engaging in concerted activity regarding their working terms and conditions.
6. Any User who inappropriately uses Social Media during school/work hours or outside of school/work hours is subject to discipline.

B. Personal Social Media.

1. Users shall not use Personal Social Media to conduct CPS business, act in their capacity as a CPS employee or agent or otherwise express viewpoints as an employee or agent of CPS.
2. Users may not use their CPS email address for Personal Social Media activities.
3. In order to maintain a professional and appropriate relationship with students, Users shall not communicate with current CPS students via Personal Social Media or Non-CPS Social Media. Users shall not add any current CPS student, regardless of age, as 'friends', followers or contacts on a Personal Social Media account. This provision is subject to the following exceptions: (a) communication with the User's family members, and (b) if an emergency situation requires such communication, in which case the User shall notify his/her supervisor of the contact within 24 hours and send a copy of the communication to the User's and supervisor's CPS email account so that it can be retained in accordance with CPS records retention requirements.
4. Nothing herein prohibits communication with CPS graduates or former CPS students who are over the age of 18.

C. CPS Social Media.

1. CPS Social Media may be established to notify the school community of important matters, cover school events, recognize employees who are making a difference, recognize student accomplishments and to convey school announcements and messages of interest to the school community. To create a CPS social media presence, schools and departments should contact the Communications Department at digital@cps.edu for assistance to set up their site or to modify previously established sites to conform with this policy.

2. Users shall comply with the requirements set out in CPS Social Media Guidelines established by the Chief Communications Officer which govern the establishment, use and maintenance of any district, department or school-based Social Media site and shall include:

- (a) Requirements to ensure school-based social media sites are approved by the principal and requirements for district and departmental social media sites to be approved by the requisite officer;
- (b) Standards and requirements for preferred site platforms, site set-up, administrator access, regular monitoring, removal of inappropriate content, use of district logos, content restrictions, privacy controls, follower, friends and re-share standards, trusted source restrictions and standards to identify the site as a CPS site;
- (c) Requirements to ensure that before posting any student image, work or accomplishment, the User must verify that the student has a current signed CPS Media Consent Form on file with the school. Posts must be deleted and reported to the principal if a signed media consent form is not on file with the school;
- (d) Requirements to ensure that Users utilize a CPS Social Media account (not a Personal Social Media account) when commenting or conveying information on behalf of CPS on a non-CPS Social Media Site and only when authorized to do so by the User's supervisor;
- (e) Requirements regarding User communication with parents/guardians using Social Media; and
- (f) Requirements for use of future Social Media platforms and features as developed.

3. The CPS Social Media Guidelines shall also establish the terms and conditions upon which a User may create a social media site for the purpose of communicating with students in his/her class, program, sports team or club and shall include, at a minimum, the following:

- (a) The principal must approve in writing the establishment of a social media site for a class, program, sports team, club or other student group and approval shall be valid only for one school year.
- (b) Approved CPS Social Media shall be used to address reasonable instructional, educational or extra-curricular program goals.
- (c) The site shall be visibly identified as a school/CPS site and shall utilize and maintain appropriate privacy controls.
- (d) The principal or designee shall regularly monitor the site(s) for questionable or inappropriate communications or behavior and shall have account administration rights to remove any posting or disable a page, or any other action necessary to ensure a safe and suitable school and learning environment.
- (e) The principal or designee is responsible for maintaining a current list of all school-based social media accounts that have been approved for their school.
- (f) The principal shall ensure that parents/guardians are notified of the school-based Social Media activities their child will be invited to participate in and of the purpose and nature of such access and activities.
- (g) The User(s) responsible for the site shall educate students about responsible digital citizenship, which includes appropriate and safe online behavior, interactions with individuals on social media and also cyberbullying awareness and reporting.

4. Users who utilize CPS Social Media are expected to maintain professionalism at all times.

5. Notwithstanding anything in this policy to the contrary, ITS and the Office of Communications are authorized to identify appropriate Social Media platforms and related standards to enable classroom to classroom communications between CPS students and students from another city, state or country for educational purposes. These standards shall specify appropriate privacy, monitoring and other controls.

X. Management of Computer Resources.

A. Device Support. CPS provides basic installation, synchronization and software support for CPS-issued electronic devices. Devices must be connected to the CPS Network on a regular basis to receive an up-to-date software and antivirus updates and for inventory purposes. Password protection is required on all CPS-issued electronic devices to prevent unauthorized use in the event of loss or theft. Users are responsible for making periodic backups of data files stored locally on their devices.

B. Damage/Loss/Theft. Users must take reasonable measures to prevent a device from being damaged, lost or stolen. In the event an electronic device is lost or stolen, the User is required to immediately notify their direct supervisor, and the ITS Service Desk (773-553-3925). The User must file a police report and document the event in the district's incident reporting system. CPS will take all reasonable measures to recover the lost property and to ensure the security of any information contained on the device.

C. **Return of Electronic Devices.** All technology purchased or donated to CPS is considered district property and any and all equipment assigned to employees must be returned prior to leaving their position in the same working condition. All equipment containing PII or other confidential information must be returned directly to ITS, the Department/School Manager or designee before it can be redeployed.

D. **Energy Management.** CPS strives to reduce its environmental footprint by pursuing energy conservation efforts and practices. The district reserves the right to adjust power-saving settings on electronics to reduce the energy consumption.

E. **BYOD & Personal Electronic Devices.** The use of personal electronic devices (i.e. personal laptop) on the CPS Network is permitted at the discretion of the Department/School Manager. CPS is not responsible for the maintenance and security of personal electronic devices and assumes no responsibility for loss or theft. The district reserves the right to enforce security measures on personal electronic devices when used to access the CPS Network and system tools and remove devices found to be in violation of this policy.

XI. **Protected Storage.** Hard drives that contain PII must be securely protected with a password and/or encrypted to ensure the safety of the data contained therein. A list of approved services for storage or transmission of files containing sensitive information is available on a guidance website at www.cps.edu/aupguidelines. Users shall use ITS-approved data/information systems for the storage and transmission of sensitive data whenever possible and avoid storage on local hardware that cannot be secured.

XII. **Drones.** Federal and state laws refer to the flying objects commonly known as drones as unmanned aircraft systems (UAS) or unmanned aerial vehicles (UAV). These terms generally mean a small aircraft that can be flown remotely by an operator on the ground. School-owned drones must be reported on the school's asset registry in accordance with the Asset and Inventory Management Policy along with the drone's the Federal Aviation Administration registration documents.

XIII. **Reporting.** Users shall immediately report to the ITS Service Desk 773-553-3925 and their Department/School Management any actual or suspected:

- A. Security violations or breaches, including, but not limited to:
 - 1. improper transmission of PII or other confidential information;
 - 2. compromised passwords or access codes;
 - 3. receipt of messages containing suspected virus content;
- B. Theft or loss of Computer Resources including Portable Devices;
- C. Misuse or abuse of CPS technology;
- D. Unacceptable use of the CPS Network or Computer Resources; and
- E. Any other violation of this policy.

XIV. **Policy Violations.** The district believes that technology devices, internet, and data systems, when used appropriately, provide a critical part of the district's mission of educating all of its students. When these same technology devices, internet, and data systems are used inappropriately, however, harm to the district, Users and students may result. Further, when personal devices, social media and other online tools and sites are used inappropriately, harm to the district, Users and students may result. Accordingly, any User that violates this Policy shall be subject to consequences which include, but are not limited to, the following:

- A. Suspension or cancellation of use or access privileges;
- B. Payments for damages or repairs;
- C. Discipline under appropriate district discipline rules, policies and guidelines, up to and including termination of employment;
- D. Contract penalties in accordance with the contractor/vendor/consultant's contract with the Board;
- E. Exclusion of an intern, volunteer, or employee of a vendor, consultant or contractor from serving CPS in any capacity;
- F. Exclusion from Board premises; and
- G. Civil or criminal penalties.

Whenever a violation of this Policy results in physical or psychological harm or injury to a student or minor, or the potential thereof, then the district shall not hesitate in seeking the most severe discipline and penalties allowed under the law. Use of the CPS Network and Computer Resources is a privilege, not a right. By using CPS technology systems and devices, the User agrees to follow all CPS regulations, policies and guidelines. Abuse of these privileges may result in one or more of the following consequences set forth above.

XV. **Policy Guidance and Support.** ITS will provide platform specific guidance and best practice process guidance via website at www.cps.edu/aupguidelines. Schools will be provided materials to promote staff awareness on both practice and policy before the start of each school year in the ITS School Preparedness Guide, updated annually.

**RESCIND BOARD REPORT 11-0727-PO1
AND ADOPT A NEW CONCUSSION MANAGEMENT POLICY**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board rescind its current Concussion Management Policy, Board Report 11-0727-PO1 and adopt a new Concussion Management Policy.

BACKGROUND: The Board first adopted a Concussion Management Policy, Board Report 11-0727-PO1, on July 27, 2011. It is recommended that the 2011 policy be rescinded and a new policy be adopted for the following reasons: (1) to increase the scope of the policy to cover all students, including but not limited to student athletes, (2) to update the policy language to be consistent with new scientific understanding of concussions, and (3) to comply with amendments to two Illinois laws, the Interscholastic Organization Act and the Youth Concussion Safety Act.

PURPOSE: The purpose of this policy is to safeguard Chicago Public School (CPS) students who have experienced concussions. This policy provides context and clarity for students, school personnel, and parents/guardians in the following ways: (1) identifying concussions, (2) managing students' return to learn, and in the case of student athletes, return to play, and (3) complying with state law and concussion management requirements set forth by the Illinois High School Association (IHSA).

POLICY TEXT:

I. Applicability

This policy applies to all CPS students, including athletes or non-athletes, who experience concussions. This includes concussions in or out of school. With respect to athletics, this policy applies to all students who participate in CPS-sponsored intramural, interscholastic, after school, or summer programs, including programs offered by or through a Board contractor, vendor, or partner.

II. Definitions

A. Concussion: A traumatic brain injury that interferes with normal brain function. A student does not have to lose consciousness to have suffered a concussion. Signs and symptoms of a concussion may include the following:

Signs	Symptoms
Dazed or stunned	Headache
Confused	Nausea or vomiting
Memory Loss	Poor balance or dizziness
Clumsiness	Light or sound sensitivity
Impaired Speech	Vision changes
Impaired consciousness	Neck Pain
Behavior or personality changes	Change in sleep patterns
	Foggy, groggy, or confused
	Impaired concentration or memory

B. Concussion Supervisor: An employee appointed by each school principal to monitor compliance with state law and this policy

C. Licensed Health Care Professional: Physician licensed to practice medicine in all its branches in Illinois (M.D. or D.O.), Certified Athletic Trainer (ATC), Advanced Practice Nurse (APN), or Physician's Assistant (PA)

D. Return to Learn: The steps and procedures required for a CPS student to safely return to the academic environment, including physical education, pursuant to the recommendation of a Licensed Health Care Professional

E. Return to Play: The steps and procedures required for a CPS student athlete to safely return to athletic participation pursuant to the recommendation of a Licensed Health Care Professional

III. Concussion Protocols

A. Removal from School Programs

Any student who exhibits signs, symptoms, or behaviors consistent with a concussion should be promptly evaluated by a Licensed Health Care Professional, in accordance with the CPS Concussion Guidelines.

B. Removal from Play

Any student athlete exhibiting signs, symptoms or behaviors consistent with a concussion shall be immediately removed from the athletic event or practice and shall not Return to Play until cleared in writing by a Licensed Health Care Professional. If a Licensed Health Care Professional is not immediately available at the athletic event or practice and an injured student athlete has any of the described signs, symptoms or behaviors of a concussion, the athlete shall be promptly taken to a facility for appropriate medical evaluation and care.

C. Return to Learn and Return to Play

The school's concussion supervisor must be notified when a student who is believed to have suffered a concussion returns to school. Any student who has experienced a concussion must return to school with documentation from a Licensed Health Care Professional with a diagnosis and a plan for how the student can first Return to Learn and then, in the case of a student athlete, Return to Play. Before a student athlete returns to play, the student must be asymptomatic and engaged in full participation in all normal classroom activities.

D. Documentation

1. All cases of suspected concussions that occur at school or during school-sponsored activities must be promptly entered into the CPS incident-reporting system.
2. Prior to participation in CPS athletics programs, all student athletes must submit an Illinois High School Association (IHSA) Sports Medicine Acknowledgement and Consent Form (Concussion Information Sheet) along with the student athlete's Player Record Packet. Further, in the case of student athletes who experience concussions, schools shall comply with the Return to Play documentation requirements and procedures specified by the Office of Sports Administration.
3. All schools that have certified athletic trainers must additionally report all concussions sustained by student athletes on the IHSA Schools Center web page on a monthly basis as required by the Illinois Athletic Organization Act.

IV. Concussion Awareness Training

A. High School Athletic Directors and Coaches

High school athletic directors and coaches must complete concussion awareness training and a Concussion Management Program Examination in accordance with IHSA requirements.

B. Elementary and Middle School Coaches

Elementary and middle school coaches must complete concussion awareness training and submit appropriate certifying documentation in accordance with the requirements specified by the Director of Sports Administration.

V. Guidelines

The Chief Executive Officer or designee is authorized to issue Guidelines for the effective implementation of the requirements of this Policy.

VI. Compliance

Failure to comply with this Policy may subject employees to discipline up to and including dismissal.

LEGAL REFERENCES: Interscholastic Organization Act, 105 ILSC 25, Youth Sports Concussion Safety Act, 410 ILSC 45, and Municipal Code of Chicago Chapter 7-22

18-0822-PO4

FINAL

**RESCIND BOARD REPORT 14-0326-PO1
AND ADOPT A NEW VOLUNTEER POLICY**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board rescind Board Report 14-0326-PO1 and adopt a new Volunteer Policy.

PURPOSE: This policy shall: (1) ensure that prospective volunteers are properly vetted and approved annually; (2) ensure that volunteers do not pose undue risk to the health and safety of CPS students and (3) make clear that CPS Principals are responsible for ensuring that volunteers are properly vetted and approved in advance and that approved volunteers are properly supervised while serving as volunteer.

POLICY TEXT:

I. Volunteer Categories:

A. Level I Volunteer. A Level I Volunteer is:

1. A parent providing volunteer service in their child's school or classroom for 10 or more hours/week;
2. An individual providing volunteer service for 5 or more hours/week at a school where s/he does not have a child enrolled;
3. Any individual chaperoning an overnight school-sponsored trip, regardless of the hours/week that the volunteer serves (See also the Student Travel Policy);
4. Any individual serving in a coaching capacity, regardless of the hours/week that the volunteer serves;
5. Any individual serving as a student teacher, pre-service teacher, pre-service clinician, or other pre-service practicum assignment regardless of the hours/week that the volunteer serves;
6. Any individual serving as a One-on-One tutor or mentor, regardless of the hours/week that the volunteer serves and regardless of the setting, whether online or in-person;
7. Any individual providing volunteer service with students when such service may occur in an unsupervised setting, regardless of the hours/week that the volunteer serves;
8. Any individual providing volunteer service for a program where the program's funding agency requires criminal record clearance, regardless of the hours/week that the volunteer serves; or
9. Any individual providing services to a school through an organization that is not charging the school for such services, and who is not otherwise subject to a criminal background check requirement found in a Board contract with said organization, except as specified in section I.B.3 below.

B. Level II Volunteer. A Level II Volunteer is:

1. A parent providing supervised volunteer service in their child's school or classroom for less than 10 hours/week;
2. Any individual providing volunteer service for less than 5 hours/week at a school where s/he does not have a child enrolled;
3. An individual providing one-day volunteer service with no ongoing individualized interaction with a student(s) including those who speak at a class/assembly, judge academic competitions, give musical performance, participate in the "Principal for a Day" program, job-shadowing event, corporate philanthropic event, organized community service event or other one-time event provided there is direct supervision of the activity/event by regular school employees;
4. A parent accompanying his/her child's class on a one-day field trip or another type of extra-curricular activity that does not involve an overnight stay; or
5. An individual providing volunteer service on projects/activities involving no or nominal contact with children (home-based volunteer activities, volunteers serving at Central or Network office).

II. Principal Responsibilities:

A. For Level I and II Volunteers: The principal shall be responsible for all volunteers associated with their school, including those providing services outside of regular school hours.

1. The principal is responsible for reviewing volunteer application forms from eligible prospective volunteers, completing an interview, as necessary, with the prospective volunteer or his/her sponsoring corporation or other organization and determining whether to recommend the individual for volunteer service to FACE². Decisions about recommending volunteers shall be made based on the needs and best interests of the school as determined by the principal. Each year, before any volunteer is permitted to provide services, the principal must require the volunteer candidate, including volunteers providing services under the sponsorship of a corporation or other organization, to complete an application through FACE² and must not permit the prospective volunteer to perform any services until FACE² has approved the prospective volunteer for service.
2. Before allowing volunteers to perform services, Principals shall develop a schedule for every volunteer and, when services are performed, require all volunteers to record their start and end time each day of service.
3. Principals must ensure that all volunteers are properly supervised and, with respect to Level II volunteers, are in line of sight of their supervisor.
4. Principals have an ongoing responsibility to monitor the volunteers' activities once they've been approved and to ensure they are performing duties consistent with their Level I or Level II status.
5. If a principal would like an approved Level II volunteer to perform Level I volunteer services, the principal must first re-submit the volunteer to FACE² to complete the Level I registration process. The principal shall ensure the volunteer does not provide Level I services until such time as the individual receives approved Level I status from FACE².
6. Until such time as the Office of Safety and Security establishes a volunteer photo ID program, the principal shall establish a process to visibly identify individuals who are approved school volunteers (e.g. sticker badge). The principal shall ensure the volunteer wears the identification during the course of their volunteer service.
7. The Principal shall ensure that their approved volunteers complete the mandated volunteer training requirements established by the Chief Executive Officer or designee.

B. For Level II Volunteers: The principal must ensure that all Level II Volunteers are supervised by a responsible full-time school employee(s) who has the volunteer in his/her line of sight at all times and do not exceed the maximum number of hours or perform services above and beyond that of a Level II volunteer.

- C. **Limits on Delegation:** The principal may delegate the principal responsibilities identified in this policy only to a responsible Assistant Principal or licensed teacher and only if the principal establishes accountability measures to ensure the requirements of this policy are satisfied with fidelity.

III. Office of Family and Community Engagement in Education (FACE²) Responsibilities:

- A. For every volunteer application that is received, FACE² must:
1. Confirm with the principal the type and nature of services the prospective volunteer will perform and the number of hours the volunteer will be providing said services to the school, including those hours and services performed outside of regular school hours;
 2. Request that the Office of Safety and Security perform a search to determine whether the volunteer applicant appears in any of the following Registries:
 - (a) Nationwide Sex Offender Registry
 - (b) Illinois Sex Offender Registry
 - (c) Illinois Violent Offender and Murderer Against Youth Registry; and
 3. Request that the Office of Safety and Security perform a search to determine whether the volunteer applicant has been designated as ineligible for CPS re-hire ("DNH").
- B. For Level I Volunteer applicants, FACE² must:
1. Inform the prospective volunteer that they must submit to a fingerprint-based background check through the Office of Safety and Security, which includes a criminal history check, a CPS employment history check, and check on finding of child abuse and neglect from the Department of Children and Family Services;
 2. Inform the principal and prospective volunteer in writing whether the prospective volunteer has cleared the requisite checks and is approved to volunteer; and
 3. Specify the services the volunteer is approved to perform and the number of hours the volunteer is approved to perform said services.
- C. For Level II Volunteer applicants, FACE² must:
1. Inform the principal and volunteer candidate in writing whether the prospective volunteer has cleared the requisite checks and is approved to volunteer; and
 2. Specify the services the volunteer is approved to perform and the number of hours the volunteer is approved to perform said services.

IV. Volunteer Application: Prospective volunteers must register with FACE² by completing the required CPS volunteer application forms and satisfying the requirements of the applicant review process each year. Registration is valid for one year only. All volunteers must disclose whether they have been convicted of any criminal offense enumerated in 105 ILCS 5/34-18.5(c). Misrepresentation on any of the application forms or during the review process may result in immediate disqualification of a prospective volunteer.

An individual shall be deemed ineligible to volunteer if s/he has been:

- A. convicted of any criminal offense enumerated in 105 ILCS 5/34-18.5(c) of the Illinois School Code ("Enumerated Offense");
- B. convicted of an offense that requires him/her to appear on a sex offender registry in any jurisdiction; or
- C. designated as ineligible for rehire by CPS.

An individual with an indicated finding from the Department of Children and Family Services or with a criminal offense that does not per se exclude them from volunteer service may be deemed ineligible to volunteer as determined by the Chief Executive Officer or designee.

V. Criminal Background Check: As part of the review process, the prospective volunteer shall comply with the following criminal background check requirements:

- A. A fingerprint criminal background check is required for all Level I Volunteers.
- B. A fingerprint criminal background check is not required for Level II Volunteers, however a principal or the Office of Safety and Security may require a Level II Volunteer to submit to a fingerprint-based criminal background check.

To the extent any other Board rule, policy, contract or grant obligation requires an individual to submit to a criminal background check, this policy shall not be construed to limit or nullify such other requirement. Nothing herein prohibits the Chief Executive Officer or designee from requiring a criminal background check as needed to verify an individual's qualifications to serve as a volunteer or to require a volunteer to complete an additional criminal background check. Nothing herein prohibits the Chief Executive Officer or designee from establishing a modified volunteer application and review process for any district-wide initiative that requires volunteer support.

VI. Guidelines: The Chief Executive Officer or designee shall issue guidelines for the effective implementation of this policy including forms, timelines and protocols for volunteer applications, applicant review and completion of background checks. The guidelines may also include: (i) requirements for continuous volunteers to submit updated application forms or submit to a new background check, (ii) requirements for mandatory volunteer training, (iii) standards or restrictions regarding volunteer age or experience, (iv) standards and procedures for the revocation of a volunteer's approved status, (v) any volunteer health exam(s) requirements, and (vi) any other requirements necessary to ensure the proper oversight of CPS volunteers.

President Clark indicated that if there are no objections, Board Reports 18-0822-RS3, and 18-0822-PO1 through 18-0822-PO4 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 18-0822-RS3, and 18-0822-PO1 through 18-0822-PO4 adopted.

18-0822-CO1

**COMMUNICATION RE: LOCATION OF
BOARD MEETING OF SEPTEMBER 26, 2018**

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

**Mark F. Furlong
Alejandra Garza
Jaime Guzman
Dr. Mahalia A. Hines
Gail D. Ward**

This is to advise that the Regular Meeting of the Board of Education scheduled for Wednesday, September 26, 2018 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 September 26, 2018 Board Meeting, advance registration to speak and observe will be available beginning Monday September 24th at 10:30 a.m. and will close on Tuesday, September 25th 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.

18-0822-EX1*

**TRANSFER OF FUNDS
Various Units and Objects**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

1. Transfer from Counseling and Postsecondary Advising - City Wide to Gwendolyn Brooks College Preparatory Academy HS

Rationale: Supplies for Freshman Connection

Transfer From:	Transfer To:
10855 Counseling and Postsecondary Advising - City Wide	47051 Gwendolyn Brooks College Preparatory Academy HS
324 Miscellaneous Federal, State & Local Grants	324 Miscellaneous Federal, State & Local Grants
53405 Commodities - Supplies	53405 Commodities - Supplies
160018 Freshman Summer Enrichment	160018 Freshman Summer Enrichment
399927 Healthy Communities Investments 18-3999	399927 Healthy Communities Investments 18-3999

Amount: \$1,000

2. Transfer from Counseling and Postsecondary Advising - City Wide to John Hancock College Preparatory High School

Rationale: Supplies for Freshman Connection

Transfer From:	Transfer To:
10855 Counseling and Postsecondary Advising - City Wide	46021 John Hancock College Preparatory High School
324 Miscellaneous Federal, State & Local Grants	324 Miscellaneous Federal, State & Local Grants
53405 Commodities - Supplies	53405 Commodities - Supplies
160018 Freshman Summer Enrichment	160018 Freshman Summer Enrichment
399927 Healthy Communities Investments 18-3999	399927 Healthy Communities Investments 18-3999

Amount: \$1,000

3. Transfer from Counseling and Postsecondary Advising - City Wide to Morgan Park High School

Rationale: Fees for Freshman Connection

Transfer From:		Transfer To:	
10855	Counseling and Postsecondary Advising - City Wide	46251	Morgan Park High School
324	Miscellaneous Federal, State & Local Grants	324	Miscellaneous Federal, State & Local Grants
53405	Commodities - Supplies	54505	Seminar, Fees, Subscriptions, Professional Memberships
160018	Freshman Summer Enrichment	212017	Other Govt Fnded Prjts-Guidnce
399927	Healthy Communities Investments 18-3999	399927	Healthy Communities Investments 18-3999

Amount: \$1,000

4. Transfer from Counseling and Postsecondary Advising - City Wide to Spry Community Links High School

Rationale: Fees for Freshman Connection

Transfer From:		Transfer To:	
10855	Counseling and Postsecondary Advising - City Wide	46461	Spry Community Links High School
324	Miscellaneous Federal, State & Local Grants	324	Miscellaneous Federal, State & Local Grants
53405	Commodities - Supplies	54505	Seminar, Fees, Subscriptions, Professional Memberships
160018	Freshman Summer Enrichment	212017	Other Govt Fnded Prjts-Guidnce
399927	Healthy Communities Investments 18-3999	399927	Healthy Communities Investments 18-3999

Amount: \$1,000

5. Transfer from Counseling and Postsecondary Advising - City Wide to Wells Community Academy High School

Rationale: Fees for Freshman Connection

Transfer From:		Transfer To:	
10855	Counseling and Postsecondary Advising - City Wide	51071	Wells Community Academy High School
324	Miscellaneous Federal, State & Local Grants	324	Miscellaneous Federal, State & Local Grants
53405	Commodities - Supplies	54505	Seminar, Fees, Subscriptions, Professional Memberships
160018	Freshman Summer Enrichment	212017	Other Govt Fnded Prjts-Guidnce
399927	Healthy Communities Investments 18-3999	399927	Healthy Communities Investments 18-3999

Amount: \$1,000

6. Transfer from Counseling and Postsecondary Advising - City Wide to Austin College and Career Academy High School

Rationale: Pupil Transportation for Freshman Connection

Transfer From:		Transfer To:	
10855	Counseling and Postsecondary Advising - City Wide	46621	Austin College and Career Academy High School
324	Miscellaneous Federal, State & Local Grants	324	Miscellaneous Federal, State & Local Grants
54210	Pupil Transportation	54210	Pupil Transportation
255015	Transportation-Special Prog	255015	Transportation-Special Prog
399927	Healthy Communities Investments 18-3999	399927	Healthy Communities Investments 18-3999

Amount: \$1,000

7. Transfer from Counseling and Postsecondary Advising - City Wide to Chicago Academy High School

Rationale: Pupil Transportation for Freshman Connection

Transfer From:		Transfer To:	
10855	Counseling and Postsecondary Advising - City Wide	46481	Chicago Academy High School
324	Miscellaneous Federal, State & Local Grants	324	Miscellaneous Federal, State & Local Grants
54210	Pupil Transportation	54210	Pupil Transportation
255015	Transportation-Special Prog	255015	Transportation-Special Prog
399927	Healthy Communities Investments 18-3999	399927	Healthy Communities Investments 18-3999

Amount: \$1,000

8. Transfer from Counseling and Postsecondary Advising - City Wide to Kelvyn Park High School

Rationale: Pupil Transportation for Freshman Connection

Transfer From:		Transfer To:	
10855	Counseling and Postsecondary Advising - City Wide	46191	Kelvyn Park High School
324	Miscellaneous Federal, State & Local Grants	324	Miscellaneous Federal, State & Local Grants
54210	Pupil Transportation	54210	Pupil Transportation
255015	Transportation-Special Prog	255015	Transportation-Special Prog
399927	Healthy Communities Investments 18-3999	399927	Healthy Communities Investments 18-3999

Amount: \$1,000

633. Transfer from Capital/Operations - City Wide to Edward A Bouchet Math & Science Academy ES

Rationale: Funds Transfer From Award# 2019-487-00-01 To Project# 2018-22371-ROF ; Change Reason : NA

Transfer From:	Transfer To:
12150 Capital/Operations - City Wide	22371 Edward A Bouchet Math & Science Academy ES
487 Series 2017 CIT	487 Series 2017 CIT
56310 Capitalized Construction	56310 Capitalized Construction
009426 All Other	253508 Renovations
000000 Default Value	000000 Default Value

Amount: \$6,412,000

634. Transfer from Capital/Operations - City Wide to Sidney Sawyer Elementary School

Rationale: Funds Transfer From Award# 2019-488-00-01 To Project# 2018-25231-ROF ; Change Reason : NA

Transfer From:	Transfer To:
12150 Capital/Operations - City Wide	25231 Sidney Sawyer Elementary School
488 Series 2017H	488 Series 2017H
56310 Capitalized Construction	56310 Capitalized Construction
009426 All Other	253508 Renovations
000000 Default Value	000000 Default Value

Amount: \$7,230,400

635. Transfer from Capital/Operations - City Wide to John Palmer Elementary School

Rationale: Funds Transfer From Award# 2019-487-00-01 To Project# 2018-24821-MCR ; Change Reason : NA

Transfer From:	Transfer To:
12150 Capital/Operations - City Wide	24821 John Palmer Elementary School
487 Series 2017 CIT	487 Series 2017 CIT
56310 Capitalized Construction	56310 Capitalized Construction
009426 All Other	253508 Renovations
000000 Default Value	000000 Default Value

Amount: \$10,482,176

636. Transfer from Capital/Operations - City Wide to DeWitt Clinton Elementary School

Rationale: Funds Transfer From Award# 2019-487-00-01 To Project# 2018-22751-MCR ; Change Reason : NA

Transfer From:	Transfer To:
12150 Capital/Operations - City Wide	22751 DeWitt Clinton Elementary School
487 Series 2017 CIT	487 Series 2017 CIT
56310 Capitalized Construction	56310 Capitalized Construction
009426 All Other	253508 Renovations
000000 Default Value	000000 Default Value

Amount: \$10,665,803

637. Transfer from Capital/Operations - City Wide to Information & Technology Services

Rationale: Funds Transfer From Award# 2019-437-00-10 To Project# 2019-12510-LAN ; Change Reason : NA

Transfer From:	Transfer To:
12150 Capital/Operations - City Wide	12510 Information & Technology Services
437 EBF-Backed Bonds	437 EBF-Backed Bonds
56310 Capitalized Construction	56310 Capitalized Construction
009595 E-Rate (Lan)	009595 E-Rate (Lan)
000000 Default Value	000000 Default Value

Amount: \$11,570,000

638. Transfer from Capital/Operations - City Wide to Information & Technology Services

Rationale: Funds Transfer From Award# 2019-437-00-12 To Project# 2019-12510-EDT ; Change Reason : NA

Transfer From:	Transfer To:
12150 Capital/Operations - City Wide	12510 Information & Technology Services
437 EBF-Backed Bonds	437 EBF-Backed Bonds
56310 Capitalized Construction	56310 Capitalized Construction
266418 Technology Purchases	266418 Technology Purchases
000000 Default Value	000000 Default Value

Amount: \$50,000,000

***[Note: The complete document will be on File in the Office of the Board and posted on cpsboe.org]**

18-0822-EX2

APPROVE ISBE MODIFICATION APPLICATION**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the Board of Education of the City of Chicago ("Board") approve an application to modify the Illinois School Code to allow the district an additional year of planning and implementation time for an Accelerated Placement Policy.

PUBLIC HEARING AND NOTICE: A public hearing before the Board will be held on August 22, 2018, in accordance with Section 2-3.25g of the Illinois School Code. Notice was provided via websites, cps.edu and cpsboe.org, publication in a Chicago newspaper, to Illinois state legislators who represent Chicago, and collective bargaining agents as required by Section 2-3.25g of the Illinois School Code.

DESCRIPTION OF THE MODIFICATION:

The Governor signed the new Accelerated Placement Act (APA) on August 25, 2017 and the Illinois State Board of Education is still in the process of developing its administrative rules for the APA. The APA requires all Illinois school districts to establish a policy by July 1, 2018 to provide all students who demonstrate high ability and may benefit from accelerated placement to be considered for participation in accelerated placement. The policy must: (1) include a fair and equitable decision-making process that involves multiple persons and includes a student's parents or guardians; (2) procedures for notifying parents or guardians of a child of a decision affecting that child's participation in an accelerated placement program; and (3) an assessment that includes multiple valid, reliable indicators.

Chicago Public Schools is the largest district in the state with over 500 elementary and secondary schools. In order to ensure the APA is effectively implemented, the district is seeking an additional year to thoughtfully establish an Accelerated Placement Policy for the 2019-2020 school year.

AUTHORIZATION: Authorize the Chief Executive Officer or designee to execute the modification application described above and submit it to ISBE in accordance with Section 2-3.25g of the School Code.

18-0822-EX3

AMEND BOARD REPORT 17-1206-EX9**AUTHORIZE RENEWAL OF THE CHICAGO COLLEGIATE CHARTER SCHOOL AGREEMENT WITH CONDITIONS****THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:**

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

This August 2018 amendment is necessary to change the temporary relocation of the 9th grade to an independent facility at 10909 S. Cottage Grove beginning in the fall of 2017 to the fall of 2018 and to increase the grades being temporarily relocated to grades 7th - 10th in fall 2018, 11th in fall 2019, and 12th in fall 2020. The Board approval for each grade to occupy this temporary site is contingent upon the subsequent approval of the facility by the CPS Facilities Department which shall include, without limitation, the receipt of all necessary zoning and occupancy permits and health and safety approvals for that site. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

SCHOOL OPERATOR: Chicago Collegiate, Inc., an IL not-for-profit corporation
11816 S. Indiana Avenue
Chicago, Illinois, 60628
Phone: 773-536-9098
Contact: Beth Carrera Napleton, Executive Director

CHARTER SCHOOL: Chicago Collegiate Charter School
11816 S. Indiana Avenue
Chicago, Illinois, 60628
and
10909 S. Cottage Grove Avenue (temporary facility)
Chicago, Illinois 60628
Phone: 773-536-9098
Contact: Beth Carrera Napleton, Executive Director

OVERSIGHT: Office of Innovation and Incubation
42 W. Madison Street, 3rd Floor
Chicago, IL 60602
Phone: 773-553-1530
Contact Person: Mary K. Bradley, Executive Director

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 13-0424-EX15) was for a term commencing July 1, 2013 and ending June 30, 2018 and authorized the operation of a charter school serving no more than 630 students in grades 4 through 12. The charter and Charter School Agreement were subsequently amended as follows:

- Board Report 17-0828-EX4: Approved the temporary relocation of the 9th grade to an independent facility at 10909 S. Cottage Grove Avenue beginning in the fall of 2017 contingent upon the subsequent approval of the facility by the CPS Facility Department. Also approved the addition of grades K through 3 to the grades served at the charter school and the increase in the maximum enrollment by 220 students to 850 students beginning in the fall of 2018, which approval was contingent upon renewal of the charter and Charter School Agreement.

CHARTER RENEWAL PROPOSAL: Chicago Collegiate, Inc. submitted a renewal proposal on July 31, 2017 to continue the operation of Chicago Collegiate Charter School. The charter school shall continue to be located at 11816 S. Indiana Avenue and 10909 S. Cottage Grove Avenue (temporary facility beginning with 9th grade) and shall serve grades K through 12 with a maximum enrollment of 850 students.

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

The temporary relocation of the 9th grade to an independent facility at 10909 S. Cottage Grove beginning in the fall of 2017 did not occur due to renovations not being completed as scheduled. The temporary relocation has been changed to the fall of 2018. Also, in July 2018, Chicago Collegiate, Inc. notified the Office of Innovation and Incubation that the charter school wanted to increase the grades being temporarily relocated to grades 7th - 10th in fall 2018, 11th in fall 2019, and 12th in fall 2020. The Board approval for each grade to occupy this temporary site is contingent upon the subsequent approval of the facility by the CPS Facilities Department which shall include, without limitation, the receipt of all necessary zoning and occupancy permits and health and safety approvals for that site.

A public hearing on the proposed changes was held on Thursday, August 16, 2018. The hearing was recorded and a summary report is available for review.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of Innovation and Incubation conducted a comprehensive evaluation of Chicago Collegiate Charter School's academic performance, financial viability, and legal and contract compliance. This evaluation included a review of the proposal, academic results, financial performance, governance documents, parental issues, facilities surveys, and special education documentation. A public hearing was held on November 6, 2017 for all contract and charter schools going through renewal to receive public comments, including Chicago Collegiate Charter School. The Office of Innovation and Incubation recommends that, based on the school's performance on these and other accountability criteria, as well as the school's demonstration of intent to satisfy the "Additional Terms and Conditions" referred to herein below, Chicago Collegiate Charter School be authorized to continue operating as a charter school.

RENEWAL TERM: The term of Chicago Collegiate Charter School's charter and agreement is being extended for a five (5) year term commencing July 1, 2018 and ending June 30, 2023.

ADDITIONAL TERMS AND CONDITIONS: Additional terms and conditions will be communicated to the charter school by the Chief Executive Officer or his designee in a formal Letter of Conditions and will be included as an attachment to the Charter School Agreement with Chicago Collegiate, Inc.

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

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

FINANCIAL: The financial implications will be addressed during the development of the 2018-2019 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY18 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

GENERAL CONDITIONS:

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

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

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

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

18-0822-EX4

ESTABLISH THE ENGLEWOOD STEM HIGH SCHOOL AND ITS ATTENDANCE AREA BOUNDARIES, AND ADJUST THE ATTENDANCE AREAS OF WILLIAM J BOGAN HIGH SCHOOL, GAGE PARK HIGH SCHOOL, WENDELL PHILLIPS ACADEMY HIGH SCHOOL, AND CHICAGO VOCATIONAL CAREER ACADEMY HIGH SCHOOL

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve the establishment, opening and attendance area boundary for the Englewood STEM High School, located at 6835 S. Normal St., Chicago, Illinois, effective July 1, 2019, and adjust the attendance area boundaries for William J. Bogan High School (School ID 609698) ("Bogan HS"), located at 3939 West 79th Street, Chicago, Illinois; Gage Park High School (School ID 609709) ("Gage Park HS"), located at 5630 South Rockwell Street, Chicago, Illinois; Chicago Vocational Career Academy High School (School ID 609674) ("Chicago Vocational HS"), located at 2100 East 87th Street, Chicago, Illinois; and Wendell Phillips Academy High School (School ID 609727) ("Phillips HS"), located at 244 East Pershing Road, Chicago, Illinois.

A community meeting was held on Tuesday, July 17, 2018, at the Colman Regional Building, Auditorium located at 4655 S. Dearborn to discuss the new high school and proposed attendance area boundary changes.

DESCRIPTION:

Effective July 1, 2019, the Englewood STEM High School will open at 6835 S. Normal as a neighborhood school and serve approximately 1,400 students in grades nine through twelve by the 2022-23 school year, starting with approximately 300 ninth graders in the 2019-20 school year. A formal school name shall be assigned by the Board prior to July 1, 2019, in accordance with the procedures identified for the naming of new schools identified in the Board's Policy on Naming and Renaming Schools (Board Report 03-0326-PO4). Initially, the Englewood STEM High School will establish a transitional advisory body. A Local School Council will be established in a timely manner.

Pursuant to the Board of Education's Policy on the Review and Establishment of School Attendance Boundaries (05-0622-PO1) a community meeting was convened on Tuesday, July 17, 2018, following the issuance of proper notice to receive public comment on the CEO's proposal to establish the Englewood STEM High School and its attendance area boundary and the adjustment of the attendance area boundaries of Bogan HS, Gage Park HS, Chicago Vocational HS, and Phillips HS beginning July 1, 2019.

Establish Attendance Area Boundaries for the Englewood STEM High School (School ID 610592)

3939 West 79th Street, Chicago, Illinois

Grade nine (effective July 1, 2019);

Grades nine through ten (effective July 1, 2020)

Grades nine through eleven (effective July 1, 2021)

Grades nine through twelve (effective July 1, 2022)

Beginning at the Penn Railroad (Leavitt St) and Garfield Boulevard

East to the NYC Railroad (LaSalle Street)

South to 59th Street

West to the Dan Ryan Expressway

South to the Chicago Skyway

Southeast to 71st Street

East to Cottage Grove Avenue

South to the Chicago Skyway

Southeast to 73rd Street

West to St Lawrence Avenue

South to 74th Street

West to King Drive

South to 77th Street

West to Fielding Avenue

South to 78th Street
West to Wallace Street
North to 77th Street
West to Halsted Street
North to 73rd St
West to Loomis Boulevard
South to Norfolk Southern/Belt Railroad (75th Street)
West to the Penn Railroad (Leavitt St)
North to the Starting Point

Adjust Attendance Area Boundary of Bogan HS (School ID 609698)

3939 West 79th Street, Chicago, Illinois

Grade ten through twelve (effective July 1, 2019);
Grades eleven through twelve (effective July 1, 2020);
Grade twelve (effective July 1, 2021)

Beginning at Cicero Avenue and 68th Street
East to Karlov Avenue
North to Marquette Road
East to Kedzie Avenue
South to 74th Street
East to Rockwell Street
South to Norfolk Southern/Belt Railroad (75th Street)
East to the B&OCT Railroad
North to Marquette Road
East to Halsted Street
South to 79th Street
West to Damen Avenue
South to 87th Street
West to Cicero Avenue
North to the starting point

Grade nine (effective July 1, 2019);
Grades nine through ten (effective July 1, 2020)
Grades nine through eleven (effective July 1, 2021)
Grades nine through twelve (effective July 1, 2022)

Beginning at Cicero Avenue and 68th Street
East to Karlov Avenue
North to Marquette Road
East to Kedzie Avenue
South to 74th Street
East to Rockwell Street
South to 75th Street

East to Loomis Boulevard
North to 73rd Street
East to Halsted Street
South to 79th Street
West to Damen Avenue
South to 87th Street
West to Cicero Avenue
North to the starting point

Adjust Attendance Area Boundary of Gage Park HS (School ID 609709)

5630 South Rockwell Street, Chicago, IL

Grade ten through twelve (effective July 1, 2019);
Grades eleven through twelve (effective July 1, 2020);
Grade twelve (effective July 1, 2021)

Beginning at Kedzie Avenue and 61st Street
East to Francisco Avenue
North to 57th Street
West to Richmond Street
North to 55th Street
East to Garfield Boulevard
Continuing East on Garfield Boulevard to Racine Avenue
South to Marquette Road
West to the Penn Railroad (Leavitt Street)
South to Norfolk Southern/Belt Railroad (75th Street)
West to Rockwell Street
North to 74th Street
West to Kedzie Avenue
North to the starting point

Grade nine (effective July 1, 2019);
Grades nine through ten (effective July 1, 2020)
Grades nine through eleven (effective July 1, 2021)
Grades nine through twelve (effective July 1, 2022)

Beginning at Kedzie Avenue and 61st Street
East to Francisco Avenue
North to 57th Street
West to Richmond Street
North to 55th Street
East to Garfield Boulevard
Continuing East on Garfield Boulevard to the Penn Railroad (Leavitt Street)
South to Norfolk Southern/Belt Railroad (75th Street)
West to Rockwell Street
North to 74th Street
West to Kedzie Avenue
North to the starting point

**Adjust Attendance Area Boundary of Chicago Vocational HS (School ID 609674)
2100 East 87th Street, Chicago, IL**

Grade ten through twelve (effective July 1, 2019);
Grades eleven through twelve (effective July 1, 2020);
Grade twelve (effective July 1, 2021)

Beginning at Halsted Street and Marquette Road
East to the Chicago Skyway
Southeast to 71st Street
East to Cregier Avenue
North to 68th Street
East to Lake Michigan
Southeast to 79th Street
West to Commercial Avenue
South to 80th Street
West to Muskegon Avenue
South to 81st Street
West to the Railroad (Baltimore Avenue)
Southeast to Manistee Avenue
South to 83rd Street
West to the Chicago Skyway
Southeast to 87th Street
West to the IC Railroad
Northeast to 83rd Street
East to Stony Island Avenue
North to the Chicago Skyway
Northwest to 73rd Street
West to St. Lawrence Avenue
South to 74th Street
West to King Drive
South to 77th Street
West to Fielding Avenue
South to 78th Street
West to Wallace Street
North to 77th Street
West to Halsted Street
North to the Starting Point

Grade nine (effective July 1, 2019);
Grades nine through ten (effective July 1, 2020)
Grades nine through eleven (effective July 1, 2021)
Grades nine through twelve (effective July 1, 2022)

Beginning at 71st Street and Cottage Grove Avenue
East to Cregier Avenue
North to 68th Street
East to Lake Michigan
Southeast to 79th Street
West to Commercial Avenue
South to 80th Street
West to Muskegon Avenue
South to 81st Street
West to the Railroad (Baltimore Avenue)
Southeast to Manistee Avenue
South to 83rd Street
West to the Chicago Skyway
Southeast to 87th Street
West to the IC Railroad

Northeast to 83rd Street
East to Stony Island Avenue
North to the Chicago Skyway
Northwest to Cottage Grove Avenue
North to the Starting Point

**Adjust Attendance Area Boundary of Phillips HS (School ID 609727)
244 East Pershing Road, Chicago, IL**

Grade ten through twelve (effective July 1, 2019);
Grades eleven through twelve (effective July 1, 2020);
Grade twelve (effective July 1, 2021)

Beginning at the North and South branches of the Chicago River
East to Michigan Avenue
South to Monroe Drive
East to Lake Michigan
South to 41st Street (extended)
West to Drexel Boulevard
North to 41st Street
West to Dr Martin Luther King Jr Drive
South to the Chicago Skyway
Northwest to Marquette Road
West to Racine Avenue
North to Garfield Boulevard
East to Metra Southwest Service-Orland Park Railroad at Wallace
North and Northeast to the Penn Railroad (Stewart Avenue)
North to 47th St
East to the Dan Ryan Expressway
North to 43rd St
West to Penn Railroad (Stewart Avenue)
North to the Chicago River
North to the starting point

Grade nine (effective July 1, 2019);
Grades nine through ten (effective July 1, 2020)
Grades nine through eleven (effective July 1, 2021)
Grades nine through twelve (effective July 1, 2022)

Beginning at the North and South branches of the Chicago River
East to Michigan Avenue
South to Monroe Drive
East to Lake Michigan
South to 41st Street (extended)
West to Drexel Boulevard
North to 41st Street
West to Dr Martin Luther King Jr Drive
South to the Chicago Skyway
Northwest to the Dan Ryan Expressway
North to 59th Street
East to the NYC Railroad
North to Garfield Boulevard
West to Metra Southwest Service-Orland Park Railroad at Wallace
North and Northeast to the Penn Railroad (Stewart Avenue)

North to 47th St
East to the Dan Ryan Expressway
North to 43rd St
West to Penn Railroad (Stewart Avenue)
North to the Chicago River
North to the starting point

LSC REVIEW: Not applicable.

FINANCIAL: None

PERSONNEL IMPLICATIONS: The employment status of all faculty and staff members currently assigned to the schools affected by this authorization will be determined pursuant to the CPS staffing formulas, Board Policies and any applicable collective bargaining agreements.

18-0822-PR1

AMEND BOARD REPORT 18-0523-PR5
AUTHORIZE THE THIRD AND FINAL RENEWAL AGREEMENT WITH SAGA INNOVATIONS, INC
FOR IN-CLASS MATH TUTORING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the third and final renewal agreement with SAGA Innovations, Inc. to provide in-class math tutoring services to at-risk students at various high schools at an estimated annual cost set forth in the compensation section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to SAGA Innovations, Inc. during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This August 2018 amendment is to increase funding by \$320,000 and to modify the projected schools listed. The authority granted herein shall automatically rescind in the event the renewal agreement is not executed within 90 days of the date of this amended Board Report.

Contract Administrator : Hayes, Ms. Deirdre N / 773-553-3226

VENDOR:

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

Ownership: Non-Profit

USER INFORMATION :

Project Manager: 10871 - Science, Technology, Engineering, and Math (STEM) programs
 42 W Madison
 Chicago, IL 60602
 Mahon, Mrs. Jessica Lynn
 773-553-6422

PM Contact: 10810 - Teaching and Learning Office
 42 West Madison Street
 Chicago, IL 60602
 Alvarado, Miss Anna M
 773-553-5235

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 15-0624-PR5) in the amount of \$500,000 was for a term commencing July 1, 2015 and ending June 30, 2016, with the Board having three (3) options to renew for one (1) year terms. The agreement was renewed (authorized by Board Report 16-0525-PR1) for a term commencing July 1, 2016 and ending June 30, 2017. The agreement was subsequently renewed (authorized by Board Report 17-0524-PR2) for a term commencing July 1, 2017 and ending June 30, 2018. 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, 2018 and ending June 30, 2019.

OPTION PERIODS REMAINING:

None.

SCOPE OF SERVICES:

Vendor will continue to provide an intensive, high-dosage tutoring program that both personalizes and differentiates instruction for every student based on their academic needs and individual learning styles and will utilize a research and evidence based intervention for math to substantially increase the success of struggling students in grades 9 and 10. The tutoring will be done during the regular school day and

does not include tutoring services after regular school hours. The program must be used with struggling students during the regular school day, in a structured class period, and shall allow students to work at their own level and pace, when appropriate. The program will provide a ratio of 1 tutor per 2 students during a period; a tutor will have a caseload of up to fourteen (14) students over the course of a school day and school year. Tutors working a full day will be required to be available during the regular school hours (7.5 hours), five days a week. Tutors that work a partial day must work a minimum of three hours during the regular school day. ~~The number of students served per school will vary by selected school size, although it will be approximately 150 students per school.~~ The projected schools for services are Amundsen High School, Bogan High School, ~~Bowen High School~~, Chicago Vocational Career Academy (CVCA), ~~Corliss High School~~, ~~Foreman High School~~, Harlan High School, Little Village High School Campus, ~~Kelwyn Park High School~~, and ~~Wells High School~~; Phillips High School and Sullivan High School. The total projected number of students across all these schools that will be served is ~~800~~ 910. The program shall be for Board students identified as two or more grade levels below in math. The program shall include training of their tutors on managing students' behavior and strategies.

DELIVERABLES:

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

OUTCOMES:

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

COMPENSATION:

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

Not to exceed ~~\$2,500,000~~ \$2,820,000 FY19

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Officer of Teaching and Learning 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 Contract (M/WBE Program), this contract is Exempt as the Vendor is a Not for Profit.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 332

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

Not to Exceed ~~\$2,500,000~~ \$2,820,000 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).

18-0822-PR2

AUTHORIZE A NEW AGREEMENT WITH DONNELLY AND ASSOCIATES, INC FOR ELEVATOR CONSULTANT PEER REVIEW SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Donnelly & Associates, Inc to provide Elevator Consultant Peer Review Services to Capital and Facilities departments for various schools at a cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis (CPOR) pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Contract Administrator : Barnes, Miss Allison V / 773-553-3241
CPOR Number : 18-0608-CPOR-1945

VENDOR:

- 1) Vendor # 19904
DONNELLY & ASSOCIATES, INC
920 BURNHAM COURT
GLENVIEW, IL 60025

Joseph Donnelly
847 902-7917

Ownership: Joseph Donnelly - 100%

USER INFORMATION :

Project
Manager: 12150 - Capital/Operations - City Wide

42 West Madison Street

Chicago, IL 60602

Smith, Mr. Eben

773-553-2900

TERM:

The term of this agreement shall commence on September 1, 2018 and shall end August 31, 2019. This agreement shall have one (1) option to renew for a period of one (1) year.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

1. Peer Review of Design Development drawings and specifications to review configuration of the proposed elevator, machine room or vertical platform lift AND coordinated work by others. Follow up Peer Review of subsequent Issue for Bid and Construction drawings for conformance to CPS Elevator/Lift Standards.
2. Peer Review of required Shop Drawing Submittal both initial and final submittal packages.
3. Supplemental Field Observations for Layout/Review for elevator shaft size and required rough-ins for elevator or critical dimensions/rough-ins for the vertical platform lift. Provide Supplemental Field Observation Report to CPS identifying any issues or deficiencies in the construction process specific to the Elevator or Lift Installation.
4. Peer Review of Substantial Completion or Preliminary Acceptance of elevator or lift to advise CPS of any issues or concerns with the installation before turnover to Owner (CPS).

DELIVERABLES:

1. Peer Review - Design Development Drawings and Specifications.
2. Peer Review - Issue for Bid/Construction Drawings and Specifications.
3. Peer Review - Shop Drawing Submittal for Initial Submittal Review.
4. Peer Review - Shop Drawing Submittal for Final Submittal Package.
5. Peer Review - Supplemental Field Observation.
6. Peer Review - Substantial Completion or Preliminary Acceptance Phase.

OUTCOMES:

Vendor's services will result in approval or comments related to properly designed and constructed elevators and lifts in new and modernized schools.

COMPENSATION:

Vendor shall be paid as follows:

Based upon consultant's hourly rates on a project by project basis. Estimated annual cost for the one (1) year term are set forth below:

Not-To-Exceed:

FY19 \$230,000

FY20 \$20,000

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts (M/WBE Program) this contract is waived of the M/WBE participation goals of 30% and 7%, because of the limited availability of M/WBE firms.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: Various Capital Funds
Unit Number: 12150

Not-To-Exceed:

FY19 \$230,000

FY20 \$20,000

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).

18-0822-PR3

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 \$36,850,770.00 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts shall be for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-3 of the Rules of the Board of Education of the City of Chicago.

This report also details changes to existing Capital Improvement Program construction contracts, in the amount of \$363,100.30 as listed in the attached August Change Order Log. These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property to prevent interference with school sessions.

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

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

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

Budget classification: Fund – 412, 425, 427, 431, 435, 436, 437, 439, 485, 486, 487 & 488 will be used for all Change Orders (August 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).

Appendix A
August
2018

SCHOOL	CONTRACTOR	CONTRACT #	CONTRACT METHOD	CONTRACT AWARD DATE	ANTICIPATED COMPLETION DATE	FISCAL YEAR	APFIRM. ACTION			PROJECT SCOPE AND NOTES			REASONS FOR PROJECT
							AA	H	A	WBE	H	A	
Amundsen	Friedler	3504248	GC	6/1/2018	8/21/2018	2018	0	25	0	5		The scope of work consists of replacement of the stadium playing surface and running track.	8
Senn	KRMiller	3504244	GC	6/1/2018	9/28/2018	2018	4	19	0	17		The scope of work consists of upgrades to the locker rooms, structural repairs in targeted locations, electrical upgrades to classrooms, and repurposing the small gym to a community fitness center.	8
Bridgeport	Courtesy Electric	3505170	VT	6/4/2018	8/31/2018	2017	emergency					The scope of work consists of replacement of an emergency power generator.	5
Clinton	George Sollitt	3506609	GC	6/7/2018	8/15/2019	2018	2	34	0	11		The scope of work consists of roof replacement, deaver beam removal, masonry repair/rebuild, and associated interior finishes.	4
Franklin	AGAE	3506998	GC	6/7/2018	8/15/2018	2018	0	37	0	21		The scope of work consists of removal of the existing playground and installation of a new playlot.	8
Blair, Nixon	All-Bry	3508070, 3508073	GC	6/8/2018	8/17/2018	2018	0	44	0	39		The scope of work consists of removal of the existing playground and installation of a new playlot at Nixon and Blair.	8
Cardenas	Buckeye	3508062	VT	6/11/2018	8/10/2018	2017	N/A					The scope of work consists of removing a central well and provide interior finishes in order to combine rooms 404 and 405.	7
Sullivan	Colfax	3509635	Other	6/13/2018	6/27/2018	2018	N/A					The scope of work consists of asbestos containing material and lead-based paint mitigation in select classrooms.	8
Funston	Colfax	3509769	Other	6/14/2018	6/28/2018	2018	N/A					The scope of work consists of asbestos containing material mitigation in select classrooms.	8
Ward J.	Murphy & Jones	3509663	GC	6/18/2018	8/17/2018	2017	0	39	0	1		The scope of work consists of gymnasium roof and associated masonry repairs.	4
Pickard	Tyler Lane	3510149	GC	6/21/2018	10/31/2018	2017	4	39	0	7		The scope of work consists of roof repairs, masonry repairs, new window installation and associated interior finishes.	4
Whitney Young	KRMiller	3510392	GC	6/27/2018	10/31/2018	2018	0	29	2	3		The scope of work consists of replacement of the existing athletic fields with new drainage infrastructure and a combination of artificial and natural turf. In addition, new pavement, rubberized track, fencing, spectator seating, and site furnishings to be installed.	8
Al Raby, Brunson, Funston, Lora, Sullivan	MZI	3510502, 3510603, 3510608, 3510607, 3510606	VT	6/28/2018	8/10/2018	2018	0	100	0	0		The scope of work consists of interior improvements in multiple classrooms to support Personalized Learning at Al Raby, Brunson, Funston, Lora, and Sullivan.	8
Lakeview	Murphy & Jones	3510542	VT	6/28/2018	8/24/2018	2018	0	100	0	0		The scope of work consists of replacement of a drinking fountain and removal of a different drinking fountain.	8
Armour, Gary, O'Toole	Kee	3510554, 3510555, 3510556	GC	6/29/2018	8/10/2018	2018	0	26	0	49		The scope of work consists of replacement of the playlots at Armour, Gary, and O'Toole.	8
Avilon Park	All-Bry	3510641	GC	6/29/2018	11/1/2018	2017	27	5	0	14		The scope of work consists of major roof repairs and extended masonry work.	4
Bateman, Blaine	All-Bry	3510338, 3510339	GC	6/29/2018	10/12/2018	2018	0	26	0	5		The scope of work consists of replacement of the turf field at Blaine and replacement of the playlot at Bateman.	8
Chopin, Reinberg, Schubert, Von Linne	All-Bry	3510554, 3510637, 3510639, 3510640	GC	6/29/2018	8/31/2018	2018	0	25	0	5		The scope of work consists of playlot replacement at Chopin, Reinberg, Schubert, and Von Linne.	8
Clark HS	Murphy & Jones	3510660	VT	6/29/2018	8/17/2018	2017	0	100	0	0		The scope of work consists of new lighting, relocation of wire molds, adjustment of the sprinkler heights, and painting of new weight room.	8
Nightingale	Stanton	3510805	VT	6/29/2018	10/1/2018	2017	emergency					The scope of work consists of a chiller replacement at Nightingale.	5
Phillips	Murphy & Jones	3510718	GC	6/29/2018	8/17/2018	2017	0	54	0	11		The scope of work consists of replacement of the kitchen and lunchroom flooring.	8
												\$ 36,850,770.00	

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

CPS

Chicago Public Schools
Capital Improvement Program

AUGUST

7/9/18
Page 1 of 5

These change order approval cycles range from
06/01/2018 to 06/30/2018

CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Amount
St. Turblius									
2017 St. Turblius CSP	Friedler Construction Co.	2017-23521-CSP	\$7,883,000.00	1	\$11,892.00	\$7,894,892.00	0.15%		
Change Date	App. Date	Change Order Descriptions							
06/20/18	06/26/18	Contractor to provide labor and materials to install a new concrete sub-floor in select classrooms in order to furnish a smooth surface for subsequent floor tile installation.							
								3500206	\$11,892.00
									Project Total: \$11,892.00
St. Turblius									
2017 St. Turblius CSP	Tyler Lane Construction, Inc.	2017-23621-CSP	\$431,000.00	2	\$28,158.00	\$459,158.00	6.53%		
Change Date	App. Date	Change Order Descriptions							
06/19/18	06/21/18	Contractor to provide labor and materials to remove select sections of deteriorated wood sub-floor.							
								3451102	\$5,154.00
									Project Total: \$5,154.00
Josephine C Locke School									
2017 Locke SIT	Friedler Construction Co.	2017-24231-SIT	\$439,112.00	9	\$39,396.00	\$478,508.00	8.97%		
Change Date	App. Date	Change Order Descriptions							
05/30/18	06/04/18	Contractor to provide labor and materials to excavate, dispose, and re-grade the site per revised issued drawings.							
								3303924	\$11,954.00
05/30/18	06/07/18	Contractor to provide labor and materials to remove discovered concrete footings and backfill per specifications.							
									\$4,053.00
									Project Total: \$16,007.00

The following change orders have been approved and are being reported to the Board in arrears.

CPS

**Chicago Public Schools
Capital Improvement Program**

AUGUST

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These change order approval cycles range from
06/01/2018 to 06/30/2018

CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Amount
Sauganash Elementary School									
2017 Sauganash UAF	2017-25211-UAF								
	F.H. Paschen, S.N. Nielsen & Assoc		\$828,500.00	5	\$23,198.00	\$851,698.00	2.80%		
<u>Change Date</u>	<u>App.Date</u>	<u>Change Order Descriptions</u>							
03/20/18	06/08/18	Contractor to provide labor and materials to remove and salvage permeable pavers, excavate aggregate above existing sewer, remove a section of the existing sewer, and install a new perforated PVC underdrain with required fill.							
		Reason Code	3277125						
		Discovered Conditions	\$15,581.00						
<hr/>									
Project Total: \$15,581.00									
Harriet Beecher Stowe School									
2018 Stowe MCR	2018-25521-MCR								
	I.W. & G., Inc.		\$263,400.00	1	\$4,661.00	\$268,061.00	1.77%		
<u>Change Date</u>	<u>App.Date</u>	<u>Change Order Descriptions</u>							
06/05/18	06/13/18	Contractor to provide labor and materials to install a new wek(d lintel) with associated flashing and brick.							
		Reason Code	3444331						
		Discovered Conditions	\$4,661.00						
<hr/>									
Project Total: \$4,661.00									
Franklin Fine Arts Center									
2017 Franklin ROF	2017-29081-ROF								
	The George Sollitt Construction Co.		\$7,924,000.00	9	\$163,894.00	\$8,087,894.00	2.07%		
<u>Change Date</u>	<u>App.Date</u>	<u>Change Order Descriptions</u>							
05/21/18	06/04/18	Contractor to provide labor and materials for abatement of existing floor and mastic material and installation of a new resilient tile floor in the Assembly Hall.							
		Reason Code	3300816						
		School Request	\$54,904.00						
<hr/>									
Project Total: \$54,904.00									

The following change orders have been approved and are being reported to the Board in arrears.

CPS

**Chicago Public Schools
Capital Improvement Program**

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These change order approval cycles range from
06/01/2018 to 06/30/2018

CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Amount
Jose De Diego Community Academy									
2017 De Diego WIN 2017-31281-WIN									
F.H. Paschen, S.N. Nielsen & Assoc									
<u>Change Order Descriptions</u>									
<u>Change Date</u>	<u>App Date</u>	<u>App Date</u>							
06/18/18	06/21/18		\$5,396,000.00	27	\$668,248.28	\$6,064,248.28	12.38%	3269661	\$35,403.00
Contractor to provide labor and materials to install new wood blocking around the arched window opening, rebuild the existing masonry adjacent to the window opening, and relocate the installation of windows within the opening.									
Project Total: \$35,403.00									
Englewood Technical Preparatory Academy									
2017 Englewood MEP 2017-46351-MEP									
Stanton Mechanical, Inc.									
<u>Change Order Descriptions</u>									
<u>Change Date</u>	<u>App Date</u>	<u>App Date</u>							
12/12/17	06/21/18		\$180,690.00	2	\$32,288.53	\$212,978.53	17.87%	3420239	\$33,875.05
Contractor to provide labor and materials to install cables and conduit from existing data concentrator boxes to existing roof top units.									
Project Total: \$33,875.05									
Lindblom Math and Science Academy High School									
2017 Lindblom ROF 2017-46511-ROF									
All-Bry Construction Company									
<u>Change Order Descriptions</u>									
<u>Change Date</u>	<u>App Date</u>	<u>App Date</u>							
05/25/18	06/13/18		\$8,570,000.00	21	\$543,221.44	\$9,113,221.44	6.34%	3299246	\$81,567.00
Contractor to provide labor and materials to perform additional scrape, prep, and paint additional wall sections throughout the gymnasium.									
Project Total: \$81,567.00									

The following change orders have been approved and are being reported to the Board in arrears.

AUGUST

CPS

Chicago Public Schools
Capital Improvement Program

These change order approval cycles range from
06/01/2018 to 06/30/2018

CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total Contract % of Contract	Reason Code	Oracle PO Number	Amount
Perspectives - Math and Science Academy										
2017 Perspectives IIT WIN	2017-66056-WIN	Blinderman Construction Co	\$2,296,000.00	12	\$138,337.04	\$2,434,337.04	6.03%			
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>								
05/21/18	06/19/18	Contractor to provide credit for basement concrete repairs removed from scope.						Owner Directed	3270604	-\$4,200.00
05/21/18	06/28/18	Contractor to provide credit for installation delays related to incorrect window frame sizing.						Owner Directed		-\$10,000.00
05/21/18	06/08/18	Contractor to provide labor and materials to install a new size of galvanized steel angle lintels in order to fit within the exposed space.						Discovered Conditions		\$5,300.00
Bronzeville Lighthouse Charter School										
2017 Hartigan MCR	2017-66421-MCR	The George Sollitt Construction Co.	\$9,556,212.00	7	\$110,396.00	\$9,668,608.00	1.15%			
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>								
06/25/18	06/28/18	Contractor to provide labor and materials to remove and dispose of leftover school materials.						Owner Directed	3460671	\$7,268.00
05/25/18	06/08/18	Contractor to provide labor and materials to apply waterproofing to all three sides of the elevator foundation wall and existing foundation wall.						Omission - AOR		\$3,636.00
08/19/18	06/21/18	Contractor to provide labor and materials to extend the corridor walls to the underside of the existing slab in order to provide a 2 hour fire partial rating.						Discovered Conditions		\$47,262.00
05/25/18	06/08/18	Contractor to provide labor and materials for abatement of discovered additional ACM tile in the select rooms.						Discovered Conditions		\$23,748.00
06/22/18	06/26/18	Contractor to provide labor and materials for additional sensor and switch repairs to the existing boiler.						Discovered Conditions		\$2,179.00
										Project Total: -\$8,900.00
										Project Total: \$84,093.00

The following change orders have been approved and are being reported to the Board in arrears.

CPS

**Chicago Public Schools
Capital Improvement Program**

AUGUST

These change order approval cycles range from
06/01/2018 to 06/30/2018

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CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Amount
Eckersall Stadium									
2018 Eckersall Stadium UAF 2016-68010-UAF									
Reliable & Associates									
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
06/15/18	06/20/18	Contractor to provide labor and materials to furnish and install surveillance cameras.	\$2,171,488.00	4	\$35,261.78	\$2,206,749.78	1.62%	3469606	\$16,212.14
06/15/18	06/26/18	Contractor to provide labor and materials to relocate the flag pole a further distance away from the track.					Omission – AOR		\$2,498.32
06/15/18	06/25/18	Contractor to provide labor and materials to install event timing equipment next to the track and surface mounted receptacles in the stadium seating.					School Request		\$10,152.79

Project Total: \$28,863.25

Total Change Orders for this Period \$363,100.30

The following change orders have been approved and are being reported to the Board in arrears.

18-0822-PR4

**AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH JACOBS PROJECT MANAGEMENT
COMPANY FOR CAPITAL PROGRAM MANAGEMENT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreement with Jacobs Project Management Company to provide Program Management 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 Vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 16-350023

Contract Administrator : Barnes, Miss Allison V / 773-553-2280

VENDOR:

- 1) Vendor # 67331
 JACOBS PROJECT MANAGEMENT CO.
 525 WEST MONROE., STE 200
 CHICAGO, IL 60661
 James McLean
 312 251-3000
 Jacobs Engineering Group, Inc. - 100%

USER INFORMATION :**Contact:**

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

**Project
Manager:**

12150 - Capital/Operations - City Wide
 42 West Madison Street
 Chicago, IL 60602
 Christlieb, Mr. Robert M.
 773-553-2900

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 16-0727-PR7) in the amount of \$15,800,000.00 was for a term commencing August 1, 2016 and ending July 31, 2018 with the Board having three (3) options to renew for one-year terms. The agreement was subsequently extended through August 31, 2018 at no additional cost to the Board. 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 September 1, 2018 and ending August 31, 2019.

OPTION PERIODS REMAINING:

There are two (2) option periods remaining.

SCOPE OF SERVICES:

Vendor will continue to support the Facilities Department by providing expertise in short term and long term planning of capital needs, budgeting, facility assessment, design and construction management of capital projects, close out, scheduling and data controls. Vendor will have the primary duties of managing the efforts based on detailed project scopes, cost and schedule information as approved by the Board and directed by the Facilities Department. The Vendor has resources to provide specialized expertise on an as-needed basis and the flexibility and scalability of staff as needed.

DELIVERABLES:

Vendor will continue to provide Program Management services to support the Capital Program/Department of Facilities. Will assist CPS personnel to provide planning services and/oversight for Mayor's Office initiatives, CEO and CoEd initiatives, Innovation and Incubation, CTE, Asset, Demographics and other deliverables necessary for the efficient implementation of the Board's Capital Improvement Program including but not limited to managing facility condition assessments, creating 1, 5 and 10-year capital plans, planning other strategic facility-related initiatives, scoping, budgeting, scheduling and designing individual capital projects, managing architects and engineers of record, managing program controls and producing reports.

OUTCOMES:

Vendor's services will result in efficient and effective operation of the Board's Capital Improvement Program.

COMPENSATION:

Vendor shall be paid as specified in their agreement; total for the one year renewal term not to exceed \$16,500,000.00, which amount is inclusive of all reimbursable expenses.

FY19 \$15,000,000.00

FY20 \$1,500,000.00

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief 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 in Goods and Services Contracts (M/WBE Program), this contract is in full compliance with the participation goals of 35% MBE and 10% WBE. The following firms have been scheduled:

Total MBE: 35%

Comprehensive Construction Consulting
53 W. Jackson Blvd. Ste. 1315
Chicago, IL 60604
Ownership: Lynn Dixon

Ardmore Roderick
1327 W. Washington Blvd Ste. 105
Chicago, IL 60607
Ownership: Rashod Johnson

SP Murphy Inc.
53 W. Jackson Blvd. Ste. 620
Chicago, IL 60604
Ownership: Sean P. Murphy

Infrastructure Engineering, Inc.
1 S. Wacker Dr. Ste. 2650
Chicago, IL 60606
Ownership: Michael Sutton

Onyx Architecture
750 N. Franklin St. Ste 207
Chicago, IL 60654
Ownership: Victor Simpkins

d'Escoto Inc.
1200 N. Ashland Ave. 6th floor
Chicago, IL 60622
Ownership: Federico d'Escoto

DSR Group
1440 N. Kingsbury St. Suite 114
Chicago, IL 60642
Ownership: Benjamin Reyes

Kristine Fallon Associates, Inc.
11 E. Adams St. Ste 1100
Chicago, IL 60603
Ownership: Gregory Bush Jr.

Total WBE: 10%

Altus Works Inc.
4224 N. Milwaukee Ave.
Chicago, IL 60611
Ownership: Ellen Stoner

Cotter Consulting
100 S. Wacker Dr., Ste. 920
Chicago, IL 60606
Ownership: Anne Edwards-Cotter

Primera Engineers
100 S. Wacker Dr. Ste. 700
Chicago, IL 60606
Ownership: Erin Inman

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Various Capital Funds
Fund 230

Department of Facilities - Unit 11880
Department of Facility Operations Maintenance - Unit 11860
Capital/Operation - Unit 12150

FY19 \$15,000,000.00

FY20 \$1,500,000.00

Not To Exceed \$16,500,000.00 for the one (1) year period.

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).

18-0822-PR5

AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH LAKESHORE RECYCLING SYSTEMS, LLC FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES.

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreement with Lakeshore Recycling Systems, LLC to provide Solid Waste Disposal and Recycling Services to the Facilities Department at a 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 this option period prior to execution of their written renewal agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within 120 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator : Barnes, Miss Allison V / 773-553-3241

VENDOR:

- 1) Vendor # 99227
LAKESHORE RECYCLING SYSTEMS, LLC
6132 WEST OAKTON STREET
MORTON GROVE, IL 60053

Joseph Connell
773 685-8811

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 13-0925-PR5) in the amount of \$18,923,000 is for a term commencing January 1, 2014 and ending on December 31, 2018, with the Board having two (2) options to renew for one (1) year each. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing January 1, 2019 and ending December 31, 2019.

OPTION PERIODS REMAINING:

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

SCOPE OF SERVICES:

Vendor will continue to provide collection, processing, and/or disposal of solid waste and recyclable materials from designated locations (including garbage, solid waste and refuse). Vendor will provide labor, materials, supplies, advisory and support services and reporting. Vendor will assist the Board in achieving cost savings and recycling improvements.

DELIVERABLES:

The Vendor will continue to provide collection and disposal of solid waste at CPS buildings and properties, as required, and assist the Board in recycling of 50 percent of the aggregate solid waste collected.

The Vendor will also:

1. Develop and implement a detailed plan focusing on continuous improvement and year over year cost reduction;
2. Right-size container usage to reduce costs;
3. Conduct weekly container audits;
4. Conduct annual right-size audits;
5. Conduct semi-annual waste generation audits;
6. Produce materials and signage to support Board's recycling efforts;
7. Conduct a monthly report on key statistics;
8. Develop and manage a website for CPS to track performance on a school by school basis; and
9. Conduct ad-hoc reports.

OUTCOMES:

School waste will be collected on a timely basis. In addition, Vendor's services will reduce costs year over year, maximize recycling, and expand and improve reporting.

COMPENSATION:

Vendor shall be paid as stated in the written renewal agreement, not to exceed the sum of \$3,784,600 for the option period.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts (M/WBE Program) this contract is in full compliance as the prime vendor has committed to the participation goals of 30% MBE and 7% WBE. The vendor has scheduled the following firms:

Total MBE: 30%
Petromex Products
14702 S Hamlin Avenue
Midlothian, IL 60445
Ownership: Filipe Estrada - 100%

E King Construction
3865 W Columbus Avenue
Chicago, IL 60652
Ownership: Elaine King - 100%

Total WBE: 7%

Luisse, Inc
1346 Hannah
Forest Park, IL 60130
Ownership: Luise Garcia - 100%

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 230
Facilities, Operations and Maintenance - Unit 11880
FY19 \$1,892,300
FY20 \$1,892,300
Not to exceed \$3,784,600
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).

18-0822-PR6

RATIFY AND APPROVE PAYMENTS TO VENDORS FOR SAFE HAVEN FOR AFTER SCHOOL PROGRAMMING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify and approve payments to vendors who provided after school program services in at least seventy-four (74) different sites/locations to provide safe havens for Chicago Public Schools students July 1, 2018 through August 21, 2018 in the aggregate amount of \$454,242. These services were rendered without prior Board approval and all services have been completed. Vendors were originally selected on a competitive basis pursuant to Board Rule 7-2.

Specification Number : 15-350063

Contract Administrator : Hayes, Ms. Deirdre N / 773-553-3226

VENDOR:

- 1) Vendor # 94883
EBENEZER COMMUNITY OUTREACH
CENTER
3555 W. HURON STREET
CHICAGO, IL 60624

Leon Miller
773 762-5363

Ownership: Not For Profit

- 2) Vendor # 94890
EMMANUEL COMMUNITY DEVELOPMENT
CORP.
6844 S. INDIANA
CHICAGO, IL 60637

Roosevelt Walker
773 858-9671

Ownership: Not For Profit

- 3) Vendor # 67456
NEW LIFE PILSEN
2512 SOUTH OAKLEY
CHICAGO, IL 60608

Robert Belfort
773 851-7021

Ownership: Not For Profit

USER INFORMATION :

PM Contact: 14060 - Family & Community Engagement Office

42 West Madison Street

Chicago, IL 60602

Johnson, Mr. Herald V

773-553-2525

SCOPE OF SERVICES:

Vendors provided sites and services to elementary and/or high school students in at least seventy-four (74) different sites/locations during designated time periods throughout the summer in targeted communities. Vendors provided workshops on study skills, conflict resolution, anger management, character building and positive communication and provided safe places for the students to go during the summer.

DELIVERABLES:

The safety of our students in the Safe Haven sites resides in After School, Spring Break, and Summer programming, offering students to be involved in academic enrichment activities, social emotional learning programs, and community based field trips. Our summer program included an SEL curriculum provided by Free Lunch Academy (Calvin King), partnership with the Chicago Public Library and the Reading Challenge program and a nutrition program offered by Common Threads, Inc., a non-profit organization.

OUTCOMES:

Vendors' services resulted in the following outcomes: (1) Students likelihood to participate in violent behavior or become a victim of violence is reduced. (2) Parents are provided child care support during daytime hours while students receive educational enrichment activities including: problem solving, positive communication strategies, anger management strategies, and discussions about violence in the community, guidance regarding truancy prevention, and tutoring in a safe environment during non-school hours.

COMPENSATION:

Ebenezer Community Outreach received payment in the amount of \$55,134 and shall be paid an additional sum of \$110,280; Emmanuel Community Development Corp. received payment in the amount of \$55,138 and shall be paid an additional sum of \$110,280; and, New Life Pilsen received payment in the amount of \$41,138 and shall be paid an additional sum of \$82,276. The total payments to all vendors in the aggregate shall not exceed \$454,242.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Service Contracts, (M/WBE Program) provisions of the Program do not apply to transactions where the vendors providing services operate as Not-for-Profit organizations.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:
Funds 324 and 115
Family and Community Engagement, Unit 14060
FY19 \$454,242

CFDA#: Not Applicable

18-0822-PR7

AUTHORIZE THE FIRST RENEWAL AGREEMENT AND NEW AGREEMENTS WITH VARIOUS VENDORS FOR AUDIT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal and new agreements with various vendors to provide audit services at an estimated annual cost set forth in the Compensation Section of this report. A supplemental Request for Proposals (Specification #18-350017) was advertised and awards recommended for six additional vendors, listed below as #8 - #13. Written renewal agreements for the original vendors and original agreements for new vendors, as applicable, are currently being negotiated. No services shall be provided by any new vendor and no payment shall be made to any vendor during this term 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 : 15-350027

Contract Administrator : Hernandez, Miss Patricia / 773-553-2256

USER INFORMATION :

Contact:
10430 - Office of Internal Audit and Compliance
42 West Madison Street
Chicago, IL 60602
Lombana, Mr. John
773-553-1990

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report 15-0722-PR10) in the amount of \$1,500,000.00 are for a term commencing September 1, 2015 and ending August 31, 2018, with the Board having two (2) options to renew for one (1) year terms. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of each agreement awarded pursuant to Specification #15-350027 is being renewed for one (1) year commencing September 1, 2018 and ending August 31, 2019.

TERM OF NEW AGREEMENTS:

The term of each agreement awarded pursuant to Specification #18-350027 is for an initial term commencing August 23, 2018 and ending August 31, 2019, with the Board having one (1) option to renew for a period of one year.

OPTION PERIODS REMAINING:

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

SCOPE OF SERVICES:

Vendors will provide school audit services and related other audit services for CPS Departments and networks. Specific audit projects will be assigned based on fixed rates as the need arises.

DELIVERABLES:

Vendors will provide the following deliverables: 1) School audit workpapers, including lead sheet and documented workpaper support; 2) Detailed summary reports at the conclusion of the overall audit activity including, but not limited to, cost saving opportunities, best practice and recommendations for improvements based upon observations and discoveries made during and throughout the audit; and 3) Weekly progress reporting and monthly status update.

OUTCOMES:

Vendors' services will result in: performing school and central office audit services in an accurate and timely manner.

COMPENSATION:

Vendors shall be paid during this one year period as specified in their respective agreement; total compensation for all Vendors shall not exceed \$750,000.00 in the aggregate for the one (1) year term.

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 Financial Officer 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 (M/WBE Program), the Business Diversity goals for this pool are 30% MBE and 7% WBE. This vendor pool is comprised of 13 vendors. This vendor pool is comprised of 4 MBEs and 4 WBEs. The User group has committed to achieve the Business Diversity goals through the utilization of the certified diverse suppliers and certified diverse subcontractors.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115
Internal Audit and Compliance, Unit 10430
\$750,000 FY19
Not to exceed \$750,000 for the one (1) year period.

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

- 1) Vendor # 67104
BELL FINANCIAL HOLDINGS, INC
6945 S STONY ISLAND AVE
CHICAGO, IL 60649
Alton Bell
773 994-8944

Ownership: Dwan Johnson Bell - 50% And Alton Bell - 50%
- 2) Vendor # 31413
BENFORD BROWN & ASSOCIATES LLC
8334 S. STONY ISLAND AVE.
CHICAGO, IL 60617
Kimi Ellen
773 731-1300

Ownership: Kimi L. Ellen - 52.5%; Timothy S. Watson - 37.5% And Alyssia Benford - 10%
- 3) Vendor # 96159
BRONNER GROUP, LLC
120 NORTH LASALLE STREET
CHICAGO, IL 60602
Marilyn Katzin
312 759-5101

Ownership: Gila J. Bronner - 100%
- 4) Vendor # 91172
CROWE LLP.
225 W WACKER DRIVE
CHICAGO, IL 60606
Bert Nuehring
310 899-8346

Ownership: More Than 260 Partners, No One Owns More Than 10%
Note: Formerly Known As Crowe Horwath Llp
- 5) Vendor # 34148
GERARDO G. LIWANAG & ASSOC., CPA'S
236 WAUKEGAN ROAD
GLENVIEW, IL 60025
Gerardo Liwanag
847 724-4331

Ownership: Gerardo Liwanag - 100%
- 6) Vendor # 68985
RINGOLD FINANCIAL MANAGEMENT SERVICES, INC
850 SOUTH WABASH AVENUE
CHICAGO, IL 60605
Michelle Ringold
312 566-9705

Ownership: Michelle Ringold - 51% And Rick Ringold - 49%
- 7) Vendor # 16441
SIKICH LLP
200 W. MADISON STE 3200
CHICAGO, IL 60606
James Sikich
312 648-6679

Ownership: Various Partners No One Owns More Than 10%

- | | |
|---|--|
| <p>8) Vendor # 19608</p> <p>ADELFA LLC
400 E. RANDOLPH STREET STE 705
CHICAGO, IL 60601</p> <p>Maria Fides Balita</p> <p>312 240-9500</p> <p>Ownership: Stella Marie Santos - 17.3%; Jennifer Roan - 17.3%; Annabelle Abueg -17.3%; Maria Fides Balita - 17.3%; Maria Divina Valer -17.3 %; 2 Other Shareholders With Less Than 10% Interest.</p> | <p>11) Vendor # 23326</p> <p>KPMG LLP
200 E RANDOLPH STREET
CHICAGO, IL 60601</p> <p>James Czamecki</p> <p>312 665-3428</p> <p>Ownership: Over 1900 Partners In Us, All Are Limited Partners.</p> |
| <p>9) Vendor # 19604</p> <p>DARLENE MARIE DRAB DBA DMD CONSULTING, LLC
230 S. CLARK STREET STE 113
CHICAGO, IL 60604</p> <p>Darlene Drab</p> <p>312 809-6987 X:700</p> <p>Ownership: Darlene Drab - 100%</p> | <p>12) Vendor # 26818</p> <p>PRADO & RENTERIA CPAS PROF CORP
1837 S MICHIGAN AVENUE
CHICAGO, IL 60616</p> <p>Maria Prado</p> <p>312 567-1330.</p> <p>Ownership: Maria De J. Prado -50% And Hilda S. Renteria - 50%</p> |
| <p>10) Vendor # 16669</p> <p>GUIDEHOUSE LLP
1800 TYSONS BOULEVARD
MCLEAN, VA 22102</p> <p>Kevin Sanders</p> <p>571 766-9220</p> <p>Ownership: Pricewaterhousecoopers Lip - 99%</p> | <p>13) Vendor # 29778</p> <p>RSM US LLP
1 SOUTH WACKER DRIVE
CHICAGO, IL 60606-3392</p> <p>Nate Ruey</p> <p>312 634-4540</p> <p>Ownership: Various Partners No One Owns More Than 1%</p> |

18-0822-PR8

**AMEND BOARD REPORT 17-1025-PR11
AUTHORIZE THE FINAL RENEWAL AGREEMENT WITH APPLE INC. FOR THE DISTRICT TO
PURCHASE DESKTOP AND LAPTOP COMPUTERS**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the final renewal agreement with Apple Inc. for the purchase of desktop and laptop computers, and associated services for all schools, including charter schools, network offices, and departments, at an estimated annual cost set forth in the Compensation Section of this report. A written renewal agreement for this purchase is currently being negotiated. No goods may be ordered or received and no payment shall be made to Vendor prior to the execution of the written renewal agreement. The authority granted herein shall automatically rescind in the event their written renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This August 2018 amendment is necessary to increase the spend amount by \$16,000,000.00 to allow the Board to accommodate various projects to ensure an early start for the upcoming school year. No written amendment to the renewal agreement is required.

Contract Administrator : Matthayasack, Ms. Souly / 773-553-2906

VENDOR:

- 1) Vendor # 23266
APPLE INC
1 INFINITE LOOP
CUPERTINO, CA 95014
Denise Nahley
630 248-3708

Ownership: Publicly Held Company

USER INFORMATION :

Project 12510 - Information & Technology Services
Manager: 42 West Madison Street
Chicago, IL 60602
Pelton, Mr. James R.
773-553-3512

ORIGINAL AGREEMENT:

The original agreements with Dell Marketing LP and Apple, Inc. (authorized by Board Report 12-1024-PR12 in the amount of \$85,000,000, as amended by reports 12-1114-PR8 to add Apple Computer, Inc as a vendor and revise term section and 14-0528-PR18 to increase amount by \$25,250,000) were for a term commencing November 1, 2012 or date of execution, whichever is later and ending October 31, 2015 with the Board having two (2) options to renew for two (2) year terms. The agreements were renewed (authorized by Board Report 15-1028-PR16) for a term commencing November 1, 2015 and ending October 31, 2017. 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 one (1) year commencing November 1, 2017 and ending October 31, 2018.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendor will continue to provide desktop and laptop computers and associated installation, configuration, extended warranty and maintenance services.

OUTCOMES:

Vendor's services will result in the supply of desktop and laptop computers and associated installation, configuration, extended warranty, and maintenance services for all departments and schools. By leveraging this joint partnership with the City of Chicago and Cook County, significant price discounts are available compared to previous contracts. Absence of the agreement will result in higher pricing, an unmanageable technology footprint and a higher overall TCO.

COMPENSATION:

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

\$4,000,000 FY18

\$16,000,000.00 FY19

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Program), this contract has M/WBE requirements of 30% total MBE and 7 %WBE. The vendor has scheduled the following:

Total MBE: 30%
KBS Computer Services
8056 186th St.
Tinley Park, IL 60487
Ownership: Anthony R. Kitchens

Total WBE: 7%
RL Canning, Inc.
8700 W. Bryn Mawr Ave. Ste. 120N
Chicago, IL 60631
Ownership: Rachel Lebron Canning

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

FINANCIAL:
Fund 115, Multiple Departments, Multiple Units

\$4,000,000.00 FY18

\$16,000,000.00 FY19

Not to exceed \$4,000,000 for the one (1) year renewal term:
Not to exceed \$20,000,000 for the one (1) year renewal term.

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).

President Clark indicated that if there are no objections, Board Reports 18-0822-EX1 through 18-0822-EX4, and 18-0822-PR1 through 18-0822-PR8 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 18-0822-EX1 through 18-0822-EX4, and 18-0822-PR1 through 18-0822-PR8 adopted.

18-0822-EX5

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 Department of Principal Quality has verified that the following individuals have met the requirements for eligibility.

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
James Brandon	Assistant Principal Stone	Contract Principal Stone Network 2 P.N. 120975 Commencing: 08/5/2018 Ending: 08/4/2022
Charles Bright	Assistant Principal Jackson M	Contract Principal Harte Network 9 P.N. 121228 Commencing: 07/01/2018 Ending: 06/30/2022
Karen Calloway	Assistant Principal Kenwood HS	Contract Principal Kenwood HS Network 9 P.N. 133533 Commencing: 09/02/2018 Ending: 09/01/2022
Katrina Copeland	Assistant Principal Keller	Contract Principal McDade Network 12 P.N. 113090 Commencing: 07/01/2018 Ending: 06/30/2022
Christopher Graves	Assistant Principal Curie HS	Contract Principal LaSalle Network 4 P.N. 112824 Commencing: 07/01/2018 Ending: 06/30/2022
Simone Griffin	New Hire	Contract Principal Austin CCA HS Network 3 P.N. 545936 Commencing: 07/20/2018 Ending: 07/19/2022
Heather Hampton	Curriculum & Instruct Coach Hefferan	Contract Principal Dett Network 6 P.N. 113180 Commencing: 07/01/2018 Ending: 06/30/2022
Anita Hernandez	Assistant Principal Lorca	Contract Principal Schubert Network 3 P.N. 118975 Commencing: 07/01/2018 Ending: 06/30/2022
Jaime Jaramillo	Assistant Principal Steinmetz HS	Contract Principal Steinmetz HS Network 3 P.N. 119091 Commencing: 07/01/2018 Ending: 06/30/2022
Latoya Lyons	Assistant Principal Brown W	Contract Principal Brown W Network 6 P.N. 127467 Commencing: 07/01/2018 Ending: 06/30/2022

Emily Mariano	Interim Principal Volta	Contract Principal Volta Network 1 P.N. 116227 Commencing: 07/01/2018 Ending: 06/30/2022
Romeldia Salter	Assistant Principal Penn	Contract Principal Pullman Network 13 P.N. 116247 Commencing: 07/30/2018 Ending: 07/29/2022

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 2017-2018 school budgets.

18-0822-EX6

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 #14-0625-EX12.

DESCRIPTION: Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Principal Eligibility Policy, #14-0723-PO1, and approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Illinois Administrators Academy has verified that the following principals have completed 20 hours of Professional Development. The **RENEWAL** contracts commence on the date specified in the contract and terminates on the date specified in the contract.

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Steven Askew	Contract Principal Brown R	Contract Principal Brown R Network 13 P.N. 120765 Commencing: 01/05/2019 Ending: 01/04/2023
Nora Cadenas	Contract Principal Seward	Contract Principal Seward Network 8 P.N. 118643 Commencing: 07/01/2018 Ending: 06/30/2022
Senalda Grady	Contract Principal Pirie	Contract Principal Pirie Network 12 P.N. 114298 Commencing: 11/25/2018 Ending: 11/24/2022

Titia Kipp	Contract Principal Waters	Contract Principal Waters Network 2 P.N. 114670 Commencing: 07/01/2018 Ending: 06/30/2022
Gerald Morrow	Contract Principal Dunbar HS	Contract Principal Dunbar HS Network 9 P.N. 115200 Commencing: 12/15/2018 Ending: 12/14/2022
Evelyn Ramon	Contract Principal Logandale	Contract Principal Logandale Network 4 P.N. 115228 Commencing: 01/27/2019 Ending: 01/26/2023
Stacy Stewart	Contract Principal Belmont-Cragin	Contract Principal Belmont-Cragin Network ISP P.N. 119463 Commencing: 07/01/2018 Ending: 06/30/2022
Dennis Sweeney	Contract Principal Grissom	Contract Principal Grissom ISP P.N. 112668 Commencing: 02/16/2019 Ending: 02/15/2023
Veronica Thompson	Contract Principal Revere	Contract Principal Revere Network 12 P.N. 119539 Commencing: 07/01/2018 Ending: 06/30/2022

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 2017-2018 school budgets.

18-0822-AR1

REPORT ON BOARD REPORT RESCISSIONS

THE GENERAL COUNSEL REPORTS THE FOLLOWING:

- I. **Extend the rescission dates contained in the following Board Reports to October 24, 2018 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. 16-0427-OP2: Approve Renewal Lease Agreement with Lawndale Educational Regional Network ("L.E.A.R.N.") Charter School, Inc. for A Portion of the Thorp School Building at 8914 South Buffalo Avenue.
Services: Charter School Lease
User Group: Real Estate
Status: In negotiations
 - 2. 16-0525-OP2: Approve Renewal of Intergovernmental Agreement with City Colleges for Use of the Building Located at 3400 N. Austin Ave.
Services: Lease Agreement
User Group: Real Estate
Status: In negotiations

3. 16-1026-PR13: Authorize New Agreements with Various Vendors for Defined Contribution Retirement Services.
Services: Retirement Services
User Group: Talent office
Status: 2 of 3 agreements has been fully executed the remainder are in negotiations.
4. 16-1207-OP7: Approve Renewal Lease Agreement With the Montessori Network for Johns School, 6936 S. Hermitage Avenue.
Services: Lease Agreement
User Group: Office of Real Estate
Status: In negotiations
5. 16-1207-OP8: Approve Renewal Lease Agreement with Perspectives Charter School for Former Raymond School, 3663 S. Wabash.
Services: Lease Agreement
User Group: Office of Real Estate
Status: In negotiations
6. 16-1207-OP9: Approve Renewal Lease Agreement with Perspectives Charter School for Former Calumet School, 8131 S. May.
Services: Lease Agreement
User Group: Office of Real Estate
Status: In negotiations
7. 16-1207-OP10: Approve Renewal Lease Agreement with Polaris Charter Academy for Former Morse School, 620 N. Sawyer Avenue.
Services: Lease Agreement
User Group: Office of Real Estate
Status: In negotiations
8. 16-1207-OP11: Approve Renewal Lease Agreement With Providence Englewood School Corporation For Former Bunche School, 6515 S. Ashland Ave.
Services: Lease Agreement
User Group: Office of Real Estate
Status: In negotiations
9. 17-0426-PR5: Authorize the First Renewal Agreements with Various Vendors for Supplemental School Based Therapy Services.
Services: School Based Therapy Services
User Group: Diverse Learner Supports & Services
Status: In negotiations
10. 17-0524-EX2: Approve Entering into an Intergovernmental Agreement with the Illinois Department of Children and Family Services (DCFS).
Services: Intergovernmental Agreement
User Group: Talent Office
Status: In negotiations
11. 17-0524-OP2: Authorize the Condemnation Settlement and Acquisition of the Property at 7143 W. 64th Place for the Construction of a New Elementary School to Relieve Overcrowding in the Clearing Community.
Services: Acquisition of Property
User Group: Office of Real Estate
Status: In negotiations
12. 17-0628-OP1: Approve Renewal Lease Agreement with Noble Network of Charter Schools for a Portion of the Truth School Main Building, 1443 N. Ogden, and Annex, 1409 N. Ogden.
Services: Lease Agreement
User Group: Office of Real Estate
Status: In negotiations
13. 17-0628-PR4: Amend Board Report 16-0427-PR4: Authorize a New Agreement with Amer-I-Can Enterprise II, Inc. for Job Preparedness Training Through Auditorium Seating Renovation Services,
Services: Job Preparedness Training
User Group: Facility Operations & Maintenance
Status: In negotiations
14. 17-0828-EX5: Amend Board Report 13-0626-EX2: Approve Establishing of Excel Academy of Englewood and Entering into a School Management and Performance Agreement and Lease Agreement for the Guggenheim School Building with Camelot Alt Ed-Illinois, LLC. and Illinois Limited Liability Company.
Services: Charter School Agreement
User Group: Office of Innovation and Incubation
Status: In negotiations

15. 17-0828-EX6: Amend Board Report 14-0924-EX4: Amend Board Report 14-0625-EX4: Authorize the Establishment of Excel Academy Southwest and Entering into a School Management and Performance Agreement with Camelot Alt Ed-Illinois, LLC, and Illinois Limited Liability Company.
Services: Charter School Agreement
User Group: Office of Innovation and Incubation
Status: In negotiations
16. 17-0828-EX8: Amend Board Report 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 Agreement
User Group: Office of Innovation and Incubation
Status: In negotiations
17. 17-0828-EX12: Amend Board Report 16-1207-EX8: Authorize Renewal of the KIPP Chicago Charter Schools Agreement with Conditions.
Services: Charter School Agreement
User Group: Office of Innovation and Incubation
Status: In negotiations
18. 17-0927-PR9: Authorize the First Renewal Agreement with Caremarkpcs health LLC for Pharmacy Benefit Management (PMB) Services.
Services: Pharmacy Benefit Management
User Group: Talent Office
Status: In negotiations
19. 17-1206-EX6: Authorize Renewal of the Acero Charter Schools Agreement with Conditions
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
20. 17-1206-EX7: Authorize Renewal of the Asian Human Services-Passages Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
21. 17-1206-EX8: Authorize Renewal of ASPIRA Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
22. 17-1206-EX10: Authorize Renewal of the Christopher House Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
23. 17-1206-EX11: Authorize Renewal of the EPIC Academy Charter High School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
24. 17-1206-EX12: Authorize Renewal of the Frazier Preparatory Academy Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
25. 17-1206-EX13: Authorize Renewal of the Instituto Health Sciences Career Academy Charter High School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
26. 17-1206-EX14: Authorize Renewal of the Intrinsic Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

27. 17-1206-EX15: Authorize Renewal of the North Lawndale College Preparatory Charter High School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
28. 17-1206-EX17: Authorize Renewal of the Urban Prep Charter Academy for Young Men High School-Englewood Campus Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
29. 17-1206-EX18: Authorize Renewal of the Urban Prep Charter Academy for Young Men High School-West Campus Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
30. 17-1206-EX19: Authorize Renewal of the Young Women's Leadership Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
31. 17-1206-EX20: Authorize Renewal of the Chicago Tech Academy High School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
32. 17-1206-EX22: Authorize Renewal of the Little Black Pearl Art and Design Academy Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
33. 17-1206-EX23: Authorize Renewal of the Excel Academy of Englewood Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
34. 17-1206-EX24: Authorize Renewal with Camelot Alt Ed-Illinois, LLC with Conditions for Alternative Safe School
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
35. 17-1206-EX25: Amend Board Report 16-0427-EX3: Authorize Renewal of the Architecture, Construction and Engineering Technical Charter School Agreement with Conditions
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
36. 17-1206-OP21: Approve Entering into an Intergovernmental Use Agreement with the Chicago Park District in Connection with the Construction and Use of Athletic Facilities at West Chatham Park.
Services: Intergovernmental Use Agreement
User Group: Facilities
Status: In negotiations
37. 18-0124-PR1: Approve Entering into an Agreement with DeVry University Inc. for the DeVry Advantage Academy School.
Services: DeVry Academy School
User Group: College to Careers Success Office
Status: In negotiations
38. 18-0124-PR2: Authorize New Agreements with Various Vendors for Supplemental School Nursing and Health Management Services.
Services: School Nursing and Health Management
User Group: Diverse Learners Supports & Services
Status: In negotiations

39. 18-0124-PR3: Amend Board Report 16-0928-PR2: Authorize a Master Agreement with Academy for Urban School Leadership for Professional Development, Management and Turnaround Services.
Services: Professional Development and Turnaround Services
User Group: Network Support
Status: In negotiations
40. 18-0124-PR11: Authorize the Second Renewal Agreement with SodexoMagic, LLC for Integrated Facility Management Services.
Services: Integrated Facility Management
User Group: Facility Operations and Maintenance – City Wide
Status: In negotiations
41. 18-0228-EX2: Approve Entering into an Intergovernmental Agreement with the Department of Family & Support Services (DFSS) – The City of Chicago
Services: Early Childhood Services
User Group: Early Childhood Education
Status: In negotiations
42. 18-0321-OP2: Authorize Construction and Site License Agreement for a School-Based Health Center at the Drake Elementary School.
Services: School Based Health Center
User Group: Office of Student Health and Wellness
Status: In negotiations
43. 18-0321-PR1: Authorize the First Renewal Agreement with Illinois Institute of Technology for Administration of the Selective Enrollment Schools (“SEES”) Admissions Examination for Students Applying to Kindergarten Through Eighth Grades for The Chicago Public Schools (“CPS”) Office of Access and Enrollment (“OAE”)
Services: Administration of the Selective Enrollment Schools
User Group: Access and Enrollment
Status: In negotiations
44. 18-0321-PR3: Authorize First Renewal Agreements with Various Vendors for Arts and Cultural Enrichment (Out-of-School), Academic Support (Out-of-School), and Student Health and Wellness (In-School, Out-of-School, Recess) Services.
Services: Out of School, In-School and Recess Services
User Group: Student Support and Engagement
Status: In negotiations
45. 18-0321-PR4: Authorize the Third Renewal Agreements with Various Vendors for the Purchase of Specialized Adapted Equipment, Maintenance, Training and Warranty Services.
Services: Purchase of Specialized Adapted Equipment and Maintenance
User Group: Diverse Learner Supports & Services
Status: In negotiations
46. 18-0321-PR10: Authorize a New Agreement with Sentinel Technologies, Inc. to Provide Next Generation Firewall Replacement and Related Services.
Services: Next Generation Firewall Replacement
User Group: Information & Technology Services
Status: In negotiations
47. 18-0425-EX2: Amend Board Report 16-0427-EX4: Authorize Renewal of the Chicago Virtual Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
48. 18-0425-EX3: Amend Board Report 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
49. 18-0425-EX5: Amend Board Report 17-1206-EX16: Authorize Renewal of the University of Chicago Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
50. 18-0525-EX7: Amend Board Report 17-0828-EX10: Amend Board Report 16-1207-EX6: Authorize Renewal of the Chicago International Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

51. 18-0425-EX8: Amend Board Report 17-0828-EX13: Amend Board Report 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
52. 18-0425-EX9: Amend Board Report 17-1206-EX21: Authorize Renewal of the Plato Learning Academy Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
53. 18-0425-PR9: Authorize First Renewal Agreement with SchoolMint, Inc. for the Purchase and Implementation of a District-Wide Application Platform.
Services: Purchase and Implementation of a District-Wide Application Platform
User Group: Information & Technology Services
Additional Action: This matter was inadvertently omitted from the July 25, 2018 Rescission Board Report. The extension of the rescission date is ratified to take effect as of the prior date thereby extending the rescission date to September 26, 2018.
54. 18-0523-PR1: Authorize the First Renewal Agreement with Electrical Joint Apprenticeship and Training Trust for Educational Services.
Services: Educational Services
User Group: Early College to Careers
Status: In negotiations
55. 18-0523-PR2: Authorize the First Renewal Agreements with Various Vendors for College to Career Readiness Services.
Services: College to Career Readiness
User Group: Early College to Careers
Status: In Negotiations
56. 18-0523-PR3: Authorize the Second and Final Renewal Agreement with Career Through Culinary Arts Program for Educational Services to Culinary Students.
Services: Educational Services to Culinary Students
User Group: Early College to Careers
Status: In Negotiations
57. 18-0523-PR4: Authorize A New Agreement with Joshua Newman Interactive LLC (DBA Spotlight) for Postsecondary Readiness Report Services.
Services: Postsecondary Readiness Report Services
User Group: Counseling and Postsecondary Advising
Status: In negotiations
58. 18-0523-PR6: Authorize New Agreements with Various Vendors to Provide Health Science Certifications.
Services: Health Science Certifications
User Group: Early College to Careers
Status: In negotiations
59. 18-0523-PR7: Amend Board Report 17-0524-PR3: Authorize a New Agreement with Creative Learning Systems, LLC for STEM Smartlab Learning Environment Services.
Services: STEM Smartlab Learning Environment Services
User Group: Science, Technology, Engineering and Math (STEM)
Status: In negotiations
60. 18-0523-PR8: Authorize the First Renewal Agreement with International Baccalaureate Organization to Provide Professional Development, Student Assessments and Related School Services.
Services: Professional Development and Student Assessments Services
User Group: Magnet, Gifted and IB Programs
Status: In negotiations
61. 18-0523-PR9: Authorize the Frist Renewal Agreement with the Library Corporation to Provide Software License and Services to the Department of Literacy.
Services: Software License and Services
User Group: Literacy
Status: In negotiations
62. 18-0523-PR14: Authorize the Second and Final Renewal Agreements with Sivic Solutions Group, LLC and Paradigm Healthcare Services, LLC for Medicaid Services Claims Processing.
Services: Medicaid Services Claims Processing
User Group: Budget & Management Office
Status: In negotiations

63. 18-0523-PR18: Authorize the Extension of the Agreement with Kronos Incorporated for Software and Hardware Maintenance.
Services: Software and Hardware Maintenance
User Group: Information & Technology Services
Status: In negotiations

64. 18-0523-PR19: Authorize a New Agreement with Convergeone Inc. for the Purchase of Cloud Based Call Center Managed Services.
Services: Cloud Based Call Center Managed Services
User Group: Information & Technology Services
Status: In negotiations

65. 18-0523-PR21: Authorize the First Renewal Agreement with Accurate Biometrics for Fingerprinting Services for Criminal Background Checks.
Services: Fingerprinting Services for Criminal Background Checks
User Group: School Safety and Security Office
Status: In negotiations

66. 18-0523-PR22: Authorize New Agreements with Various Vendors to Provide Safe Passage Services for Designated Neighborhoods.
Services: Safe Passages Services
User Group: School Safety and Security Office
Status: In negotiations

67. 18-0523-PR24: Authorize a New Agreement with Frontline Technologies LLC dba Frontline Education for Substitute Services Placement System.
Services: Substitute Services Placement System
User Group: Talent Office
Status: In negotiations

II. Rescind the following Board Reports in part or in full for failure to enter into an agreement with the Board, after repeated attempts, and the user groups have been advised of such rescission:

1. 17-1206-EX9: Authorize Renewal of the Chicago Collegiate Charter School Agreement with Conditions
Services: Charter School
User Group: Office of Innovation and Incubation
Action: Rescind Board authority in part to delete the authority to add grades K through 3 to the grades served at the charter school and the increase in the maximum enrollment by 220 students to 850 students beginning in the fall of 2018. The charter school shall continue to serve grades 4 through 12 with a maximum enrollment of 630 students. All other Board authority remains valid and intact.

President Clark thereupon declared Board Reports 18-0822-EX5, 18-0822-EX6, and 18-0822-AR1 accepted.

OMNIBUS

At the Regular Board Meeting held on August 22, 2018, the foregoing motions, reports and other actions set forth from number 18-0822-MO1 through 18-0822-MO3 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

ADJOURNMENT

President Clark moved to adjourn the meeting, and it was so ordered by a voice vote, all members present voting therefore.

President Clark thereupon declared the Board Meeting adjourned.

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting held on August 22, 2018 held at the CPS Loop Office, 42 W. Madison Street, Garden Level, Board Room, Chicago, Illinois, 60602.

**Estela G. Beltran
Secretary**

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